

SILVERWOOD AT THETIS COVE BYLAWS

STRATA PLAN No. VIS4908

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SILVERWOOD AT THETIS COVE

SCHEDULE OF BYLAWS - STRATA PLAN VIS4908

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STRATA PLAN VIS 4908 - BYLAWS

SILVERWOOD AT THETIS COVE

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

Payment of strata fees

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws and the Act.
- 2.2 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 and the Act.

Use of property

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited 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, limited common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot, common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on common property or on land that is a common asset.
- 3.4 An owner, tenant or occupant may keep the following pets:
 - (a) one (1) aquarium no larger than twenty-five (25) gallons;
 - (b) up to two (2) caged birds;
 - (c) one (1) small dog, having a ground to shoulder height of not more than 14 inches or 35 cm. and a weight fully grown of less than 22 lbs. or 10 kilograms; these size restrictions shall also apply to visiting dogs;
 - (d) up to two (2) domestic cats.

- (e) rodents, arachnids and other insects, snakes and other reptiles, and any other **exotic** animals are not permitted.
- 3.5 *Silverwood at Thetis Cove* is an Adult oriented development. Where there is a single owner occupant of a strata lot, the individual must be at least 55 years of age and where there is more than one owner occupant of a strata lot, one of them must be at least 55 years of age. The same minimum age requirement applies to rental occupants.
- 3.6 Communication between owners and council shall be in writing, signed by the owner **or email** and shall be directed to the property manager or the council president. (Amended December 4, 2008 FB240235)
- 3.7 The strata lot shall be used exclusively as a private dwelling home of one family, which may include a live-in housekeeper or nurse.
- 3.8 Unless otherwise authorized by the strata council, occupants of strata lots shall be limited as follows:
 - (a) In a one-bedroom suite, no more than two permanent occupants.
 - (b) In a two-bedroom suite, no more than three permanent occupants.
- 3.9 Barbeques, of any kind, shall not be used in or about any strata lot, common property or limited common property, except for the common gas barbeque, which may be used on the patio off the meeting room.

Inform strata corporation

- 4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.2 A tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5.1 An owner must obtain the written approval of the strata corporation before make an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of the building;
 - (d) doors, windows or skylights on the exterior of the building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property or limited common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 5.2 The strata corporation must not unreasonably withhold its approval under subsection 5.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including the costs of any legal agreements related thereto.

Obtain approval before altering common property

- 6.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 6.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including the costs of any legal agreements related thereto.

Permit entry to strata lot

- 7.1 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, limited common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under their bylaws or insure under section 149 of the Act.
- 7.2 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry, and the reason for entry.
- 7.3 In the event of an emergency emanating from a strata lot whose occupant cannot be contacted and to which access cannot be gained, in order to protect the common property and for the safety of other strata lots, access may have to be gained by force and if so, it will be at the owner's expense.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8. The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies, and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) the 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) 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) doors, windows and skylights on the exterior of a building or the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9. The council must have at least 3 and not more than 7 members.

Council members' terms

- 10.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 10.2 A person whose term as council member is ending is eligible for reelection.
- 10.3 In addition to classes of persons listed in section 28.1 of the Act, the spouse of an owner not on title is also eligible for council membership.
- 10.4 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116.1 of the Act.

Resignations by Strata Council and/or Committee Members shall be in writing to Council. (Added December 8, 2015 CA4887688)

Removing council member

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

Replacing council member

- 12.1 If a council member (a) resigns, (b) is unwilling or unable to act for a period of 2 or more months, or (c) fails 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.
- 12.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 12.3 The council may appoint a council member under this section even if the absence of the member is being replaced leaves the council without a quorum.

- 12.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provision of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 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.
- 13.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.2 The notice does not have to be in writing.
- 14.3 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.

Requisition of council hearing

- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

Quorum of council

- 16.1 A quorum of 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.

- 16.2 Council members must be present in person at the council meeting to be counted in establishing a quorum.

Council meetings

- 17.1 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.
- 17.2 If a council meeting is held by electronic means, council members participating by electronic means are deemed to be present in person.
- 17.4 No observer may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearing under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearing under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings, except for in-camera meeting of council, within 2 weeks of the meeting, whether or not the minutes have been approved.

Spending Restrictions *(Added December 9, 2010 FB396639)*

- 21.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws. *(Added December 9, 2010 FB396639)*
- 21.2 Despite Subsection (1), a Council Member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage. A maximum amount of five (5%) per cent of the Strata's operating budget could be used in this situation, without returning to the owners for approval. *(Added December 9, 2010 FB396639)*
- 21.3 The maximum expenditure by the Strata Council is not to exceed \$5,000.00 without the approval of the Strata Corporation. *(Added December 9, 2010 FB396639)*

- 21.4 No expenditure by a Council member shall exceed \$300.00 without prior approval of the majority of Council and all expenditures must be ratified at the next Council meeting.
(Added December 8, 2015 CA4887688)

Limitation on liability of council member

- 22.1 The council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 22.2 Subsection 22.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 23 Unless fines are specified for breach of particular bylaws or rules, the strata corporation may fine an owner a maximum of
- (a) a fine of **\$50** for a first infraction, **\$100** for a second infraction and **\$200** for a third and each subsequent infraction for any breach of the by-laws by himself/herself or by any guest or tenant.
 - (b) **\$25** for each contravention of a rule by himself/herself or by any guest or tenant.

Continuing contravention

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

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 25.1 Annual and special general meetings must be chaired by the president of the council, unless by ordinary resolution the meeting decides differently.
- 25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council, unless by ordinary resolution the meeting decides differently.
- 25.3 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 form among those persons who are present at the meeting, including a person who is not an owner or tenant.

Participation by other than eligible voters

- 26 Unless specifically authorized under the Act or these bylaws, a person who is not an owner may not attend or participate in an Annual General Meeting or a Special General Meeting without the prior written permission of the council.

Voting

- 27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 27.7 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 of the eligible voters present in person at the meeting.
- 27.8 Unless a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his or her strata lot have been paid.

Order of business

- 28 The order of business at annual and special general meetings, unless by ordinary resolution the meeting decides differently, 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 Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

Voluntary Dispute Resolution

- 29.1 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.
- 29.2 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.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Dispute 7 – Marketing Activities by Owner Developer

- 30.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- 30.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 – Disturbance to Others

- 31.1 During the evening and early morning hours there shall be no objectionable noise from television, radios, stereos, or loud conversations, or any other activities which disturb other residents. In addition, the use of household appliances, such as garburators, vacuum cleaners, washing machines, dryers and dishwashers between the hours of 10:00 p.m. and 7:00 a.m. is prohibited.
- 31.2 Any damage to the common property or limited common property caused by owners, guests, or occupants of a strata lot will be the responsibility of the owner of such strata lot.
- 31.3 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, stairway, vestibule, or other parts of the common property.
- 31.4 ~~Propane and electric barbeques are the only ones permitted, all other forms of outdoor cooking are not permitted.~~ (Repealed December 4, 2008 FB240235).
- 31.5 Owners, tenants or their guests shall not disturb others by unacceptable behavior or indecent acts.
- 31.6 No objects are to be thrown from windows or balconies. A fine of **\$500.00** per incident will be imposed on the owner for any violations by an owner, tenant, occupant or visitor.

Division 9 – Exterior Appearance and Alterations

- 32.1 All alterations to the common property must conform to the design of the building and landscape of the strata corporation.
- 32.2 All balconies are designated as limited common property and permission must be obtained from the strata council for any alterations.
- 32.3 No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the common property or limited common property without the written consent of the strata corporations first being obtained. The generic “Unit for Sale” sign is the only “for sale” sign that is to be posted.
- 32.4 No television antenna or similar structure or appurtenances thereto shall be erected on or fastened to any unit except in connection with a common television antenna or cable system as authorized by the strata corporation. Following written permission of the strata council, a satellite dish may be installed on a balcony by the owner, provided the dish (a) does not exceed 18 inches in diameter, (b) is not attached to any permanent fixture of the building, (c) does not protrude beyond the balcony railing and (d) is situated in a place on the balcony consistent with the locations of other satellite dishes, so that the visual integrity of the building is maintained.
- 32.5 No laundry, washing, swimming apparel, or towels shall be hung in such a way as to be visible from the outside of a strata lot.
- 32.6 Balconies shall not be used for the storage of any items other than patio furniture and plants. No shades, blinds or any other kind of curtain shall be hung or affixed to the balcony ceiling or other installed on or in respect of a balcony. (*Repealed and Replaced December 11, 2014 CA4154192*)
- 32.7 Removal of the original Venetian blinds requires permission from the strata council. Any replacement blinds must be white on the side facing the exterior of the building.

Division 10 – Common Expenses

- 33.1 The fiscal year of the strata corporation shall be January 1st to December 31st.
- 33.2 The common expenses set forth in each annual assessment shall be payable in twelve equal consecutive monthly installments. A supply of monthly maintenance payment post-dated cheques up to and including the last month of the Strata Corporation’s fiscal year must be submitted at the beginning of each fiscal year by each owner, except where an automatic deposit facility is available and is being utilized by that owner.
- 33.3 Owners whose maintenance fees have not been paid for two (2) successive months, will be penalized and the Strata Corporation may file a lien, certificate of default in payment, upon the title to his/her strata lot.
- 33.4 An owner that has not paid each monthly maintenance fee by the tenth (10th) day of the month due, shall be subject to a penalty of **\$50.00** for the first month, and

the penalty shall be increased to **\$100.00** for each ensuing month the debt remains outstanding.

- 33.5 The strata council may take whatever further actions are necessary to protect the strata corporation and to ensure collection of arrears, including use of collection agencies, court actions and/or other remedies provided by the *Strata Property Act*. The costs of any of these procedures shall be added to the owner's account and become part of the contribution to the common expenses of the strata corporation payable by that owner.
- 33.6 Where an owner's account is in arrears, he/she may not run for election to council, may not nominate another owner for election to council nor vote at a general meeting of the corporation.
- 33.7 Each strata lot will have one consolidated account receivable for all strata fees, special levies, fines and other monies due and payable to the strata corporation. All strata lot payments received from strata lot owners or other sources will be applied to the applicable strata lot account receivable. The payments will be applied (a) first to interest on arrears, if any, and (b) second to the oldest outstanding debt for the applicable strata lot.

Division 11 – Violation of the Bylaws

- 34.1 Any infraction or violation of these bylaws or any rules established pursuant to these bylaws on the part of an owner, or a tenant, or the employee, agent or invitee of an owner or a tenant may be corrected, remedied or cured by the strata corporation.
- 34.2 Any costs or expenses expended or incurred by the strata corporation in correcting, remedying or curing such infractions or violations, shall be charged to such owner and shall be added to and become a part of the assessment of such owner for the month next following the date when such costs or expenses are expended or uncured (but not necessarily paid) by the strata corporation shall become due and payable on the date of payment of such monthly assessment.
- 34.3 The strata corporation may recover from an owner by an action for debt in any court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the owner or a tenant or the employee, agent or invitee of an owner or a tenant, which violate these bylaws or any rules established pursuant to these bylaws; and there shall be added to any amount found due, all costs of such action including any legal fees and disbursements actually incurred by the strata corporation in recovering money owned by an owner.
- 34.4 Nothing herein shall be deemed to limit any right of any owner to bring an action or proceeding for the enforcement and protection of the owner's right and the exercise of the owner's remedies.

Division 12 – Modifications

- 35.1 Permission granted by the strata corporation to any owner for modifications to the interior or exterior of a strata lot must be initiated within 30 days of the

- granting of approval, and the modification must be completed within 60 days of the granting of approval.
- 35.2 Inasmuch as renovations to strata lots create noise and disturbance to other residents and the common property of the strata corporation, where an owner wishes to alter the interior structure of a strata lot, written consent shall be obtained from the strata council to proceed with the renovations.
- 35.3 Consent shall not be granted where a structural component is involved unless a building permit is obtained from the Town of View Royal, where a building permit is required.
- 35.4 An owner shall submit plans and details of the contemplated renovation to the strata council at least forty (40) days in advance of the date of planned construction.
- 35.5 No alteration shall be conducted other than during the hours of:
9:00 a.m. to 5:00 p.m. Monday to Friday, excluding statutory holidays
10:00 a.m. to 5:00 p.m. Saturdays
12:00 noon to 5:00 p.m. Sundays and statutory holidays
- 35.6 No construction debris, including old carpets, shall be deposited into the Strata Corporation's garbage containers and all such debris shall be hauled away by the respective strata lot owner at his own expense.
- 35.7 Arrangements must be made to line the elevator and hallway floors with plastic sheeting to catch construction debris.
- 35.8 Any debris, dust or other material left in the hallways, elevators or other common property areas shall be cleaned up immediately by the respective strata lot owner. If the owner fails to do this, the strata corporation shall have the work done and the expense of so doing shall be charged back to the owner.
- 35.9 The transport of all materials to and from the strata lot shall be in a designated elevator and prior arrangements must be made with the strata council for use of the elevator.
- 35.10 The strata council, or property agent, shall have full authority to direct work crews with respect to their actions on the common property of the strata corporation.
- 35.11 The strata council shall be at liberty to set down further reasonable rules and regulations in the case of any specific modifications in progress.
- ~~35.12 The strata council shall be at liberty to levy fines of up to \$500.00 for the violation of any sections of this bylaw. (Repealed December 9, 2010 FB396639)~~

Division 13 – Rental Limitation

- 36.1 Subject to Section 141 (2) of the *Strata Property Act*, SBC 1998, Chapter 43, no strata lot in the Strata Corporation may be leased or rented at any time.
- 36.2 An owner who wishes to lease his/her strata lot shall apply in writing to the strata corporation for permission to lease within the prescribed limit.

- 36.3 An owner who leases his/her strata lot shall provide to the Strata Corporation a Form K Notice of Tenant's Responsibilities in accordance with Section 146 of the *Strata Property Act*. Failure to provide Form K within ten days of commencement of a tenancy shall be cause for fines to be levied in accordance with the bylaws.
- 36.4 Where the strata council grants to an owner permission to lease his/her strata lot, the applicant must exercise such permission within 90 days of the date of approval of application.
- 36.5 Where an owner leases his/her strata lot in violation of this section, the strata corporation shall levy a fine of **\$500.00** per month during the period of lease and may take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot.

Division 14 – Common Property and Limited Common Property

- 37.1 Balconies, ground-level patios, individual parking stalls in the parkade and individual storage lockers are limited common property. Common property includes the pedestrian walkway, stairs, stairwells, elevator, workshop, parkade, guest room, activity room and kitchen, exercise room, lobby, storage room (including the two extra lockers), electrical room, mechanical room, the garbage/recycling room, the greenhouse, the "garden shed" and all of the exterior property.
- 37.2 Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, or the like shall not be thrown, piled, or stored in or on corridors, stairways, or any other parts of the common property other than in designated areas.
- 37.3 All household refuse shall be contained in suitable plastic bags and deposited in the common garbage containers.
- 37.4 Any material other than ordinary household refuse, garbage and recycling material shall be removed from the common property by the individual owner or resident of the strata lot. Residents' disposal of garbage and recycling of designated materials are outlined by the VIS Strata Plan 4908 Rules.
- 37.5 Anything other than what is permitted by the Bylaws or Rules shall not be stored on patios, balconies, or common property.
- 37.6 In no case shall an owner, tenant or occupant store an unlicensed vehicle on the common property unless adequate storage insurance is provided to the strata council.

Division 15 – Miscellaneous

- 38.1 The provisions of the bylaws shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.
- 38.2 To prevent noise being telegraphed, **and subject to the approval of strata council, existing flooring may be** replaced only with carpet, cork, rubber cushioned vinyl or other noise deadening materials with a sound impact

insulation rating of 71 db or higher that is approved by Council. (Amended December 4, 2008 FB240235)

- 38.3 All bicycles must be stored in a designated area provided by the strata corporation. Bikes may not be stored on balconies or in strata lots nor may they be transported in the elevator.
- ~~38.6 Whenever there is a change in residents for any suite, the owner will be assessed a \$50.00 moving fee. (Repealed December 8, 2015 CA4887688)~~
- 38.7 The costs of repairing or replacing any window or entrance door of a strata unit made necessary by damage or reasonable wear and tear is the sole responsibility of the strata corporation unless the damage is caused by the willful act or negligence of an owner, an owner's tenant or a person on the premises by invitation of the owner or the owner's tenant, in which case the responsibility for the costs of repair or replacement is the owner's.
- 38.8 If any owners wish the strata council to allow service people to enter their suite in their absence, this request must be in writing and must be dated for the specific day. No other entrance will be allowed except in emergency situations.
- 38.9 Each strata lot's gas fireplace shall be inspected and serviced annually in early fall at the cost of the strata corporation.
- 38.10 Water beds are not permitted in any strata lot.
- 38.11 The use of live or cut Christmas trees is prohibited. Only artificial trees will be permitted within the building.
- 38.12 The only lock box permitted on or within the common property, including limited common property, of Strata Plan VIS4908 is the Victoria Real Estate Board lock box. (Repealed & Replaced December 11, 2014 CA4154192)

Division 16 – Insurance

(Added June 28, 2012 CA2676304)

- 39.1 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. (Added June 28, 2012 CA2676304)
- 39.2 An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if: (Added June 28, 2012 CA2676304)
- (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 pet(s); or,

- (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets (the "Responsible Owner"), but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible.
- 39.3 For greater certainty, an owner shall be deemed to be a Responsible Owner 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, repair costs and other related costs or expenses not covered by proceeds from insurance. (Added June 28, 2012 CA2676304)
- 39.4 Without restricting the generality of the foregoing, a Responsible Owner is responsible for: (Added June 28, 2012 CA2676304)
 - (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) toilet, sink, bathtub and/or shower;
 - (v) fish tank;
 - (vi) plumbing pipes, fixtures and hoses located wholly within the strata lot;
 - (vii) fireplace; or,
 - (viii) 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 the limited common property that a Responsible Owner is required to repair and maintain, including, but not limited to, damage from a blocked drain on that owner's balcony or patio.
- 39.5 A Responsible Owner under this bylaw 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 Responsible Owner. (Added June 28, 2012 CA2676304)
- 39.6 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 Responsible 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. (Added June 28, 2012 CA2676304)

- 39.7 An owner must obtain and maintain a Homeowner Package insurance policy to cover: (Added June 28, 2012 CA2676304)
- (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; and,
 - (c) any betterments or changes to the buildings or fixtures built by the developer.
- 39.8 The Owner shall provide the Strata Council with confirmation that an owner's policy with coverage set out is in place, together a copy of the insurance policy within a reasonable time after request. (Added June 28, 2012 CA2676304)

Division 17 – Smoking Prohibitions

(Added August 25, 2016 CA5504392)

- 40.1 Owners, tenant, occupants, and visitors must not smoke in, on, or about the following areas of the Strata Corporation: (Added August 25, 2016 CA5504392)
- (a) Any part of the interior common property including:
 - i. lobby,
 - ii. hallways,
 - iii. corridors,
 - iv. stairwells,
 - v. activity room,
 - vi. activity room washroom,
 - vii. exercise room,
 - viii. guest room & its bathroom
 - ix. elevator,
 - x. workshop,
 - xi. garbage room,
 - xii. parkade; and
 - (b) all portions of the exterior common property, lawns, gardens, driveways.
- 40.2 Owners, tenants, occupants, and visitors must not smoke in, on, or about a strata lot or any limited common property area designated for the exclusive use of that strata lot. This prohibition shall include: (Added August 25, 2016 CA5504392)
- (a) the interior of strata lots, and
 - (b) and exterior balconies and patios of strata lots.
- 40.3 For the purpose of these bylaws "smoking" will include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe or e-cigarettes containing any form of tobacco, nicotine, Marijuana or other narcotic, or any product whose use generates smoke. (Added August 25, 2016 CA5504392)
- 40.4 Any owner who sells a strata lot must specifically disclose to all potential buyers and realtors that smoking is prohibited everywhere within the building, including the patios and balconies. (Added August 25, 2016 CA5504392)
- 40.5 Any owner who rents, leases or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their

residency or occupancy, that smoking is prohibited within all areas noted above, and shall be responsible for any breach of these bylaws by them.

(Added August 25, 2016 CA5504392)

- 40.6 Section (2)(a) of this by law shall not apply to any owners, occupants or tenants who currently smoke within their strata lot at the time this bylaw was passed or any new owners, occupants, or tenants who have a medically or culturally based requirement to smoke. *(Added August 25, 2016 CA5504392)*
- 40.7 Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new or existing owner, occupant, or tenant who has proven by medical evidence that he or she is physically and/or mentally disabled and is unable to control his or her addiction to nicotine. Whether the owner, occupant, or tenant has proven the disability will be determined in the sole reasonable discretion of the Council.
(Added August 25, 2016 CA5504392)
- 40.8 Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new or existing owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.
(Added August 25, 2016 CA5504392)
- 40.9 Nothing in this bylaw should be construed as authorizing the smoking of Marijuana by anyone except for 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
(Added August 25, 2016 CA5504392)
- 40.10 All owners, occupants, and tenants who are permitted to smoke in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, and to prevent their smoke from infiltrating the interior common property, or other strata lots. *(Added August 25, 2016 CA5504392)*

End of Document

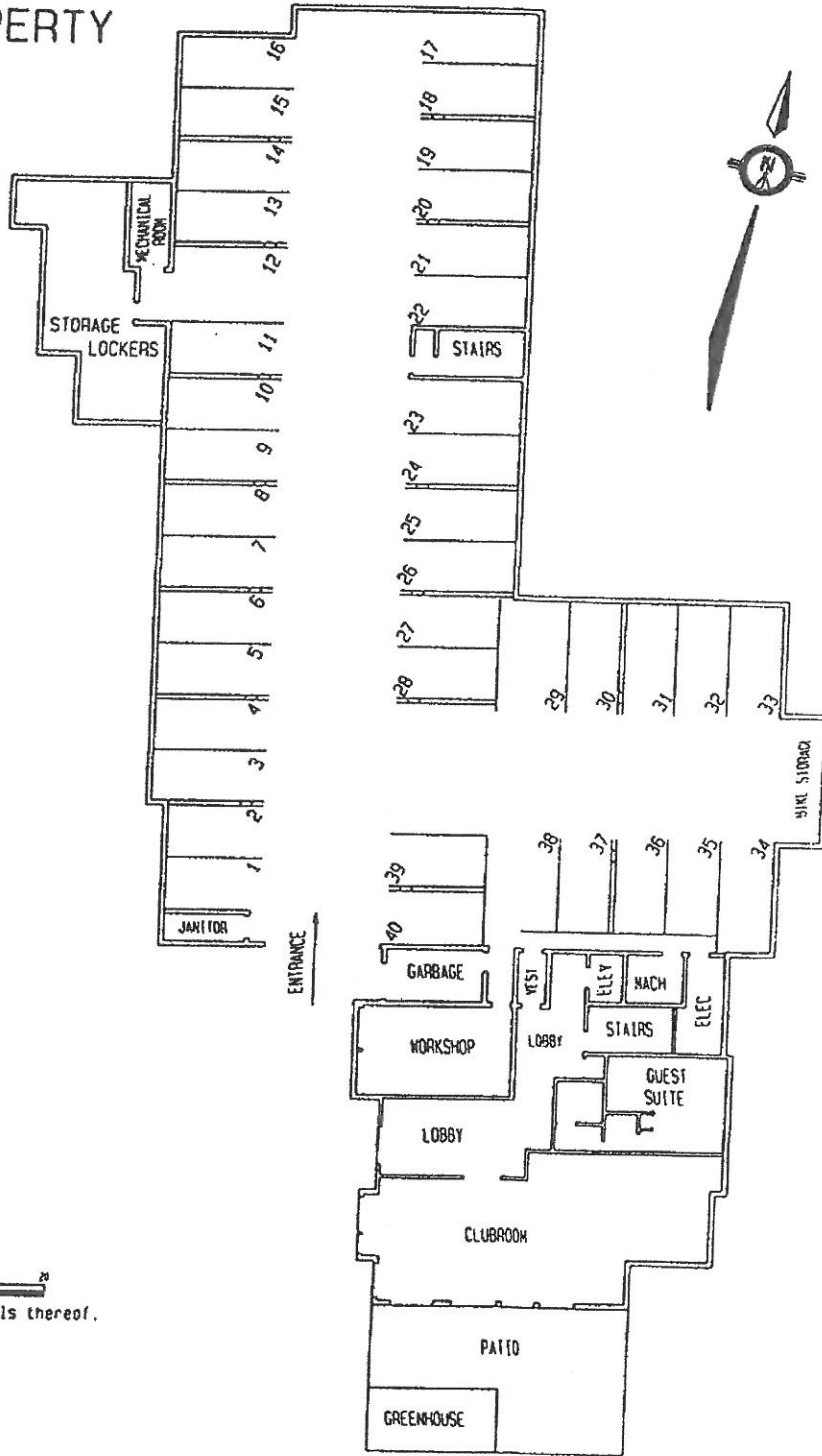
Silverwood

DISCLOSURE PLAN
SHEET 3 OF 7

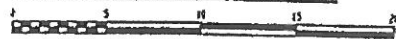
LOBBY AND PARKING LEVEL COMMON PROPERTY

LEGEND

- MACH denotes elevator machine room
- CP denotes Common Property
- ELEV denotes elevator
- ELEC denotes electrical room
- VEST denotes Vestibule



SCALE - 1 : 350



All distances are in metres and decimals thereof.

an
 June 3, 1999
POWELL & ASSOCIATES
 B C LAND SURVEYORS
 FILE : ALDER\OTSC3.02

**Individual Parking Stalls in the Parkade
and Individual Storage Lockers
Designated as Limited Common Property at
Silverwood at Thetis Cove**

Vancouver Island Strata Plan #4908
Bylaw 37.1
121 Aldersmith Place, Victoria, B.C., V9A 7M7,
December 5, 2001

<u>Suite</u>	<u>Strata Lot</u>	<u>Parking Stall</u>	<u>Locker</u>
101	1	30	24
102	2	27	16
103	3	12	23
104	4	33	39
105	5	11	6
106	6	15	21
107	7	39	36
108	8	22	33
109	9	36	30
110	10	38	7
201	11	29	14
202	12	32	5
203	13	34	42
204	14	17	25
205	15	3	28
206	16	13	29
207	17	40	4
208	18	10	8
209	19	8	26
210	20	28	31
301	21	35	1
302	22	16	38
303	23	6	37
304	24	7	32
305	25	9	22
306	26	5	2
307	27	25	35
308	28	1	12
309	29	24	10
310	30	26	34
401	31	37	15
402	32	18	9
403	33	23	27
404	34	20	20
405	35	14	19
406	36	31	3
407	37	21	13
408	38	2	18
409	39	19	17
410	40	4	11