

1. Contact

Document Fees: \$31.27

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

File No. MAT8134 / JJH

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

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**VIS3090**

**THE OWNERS, STRATA PLAN VIS3090**

**Electronic Signature**

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

**Johnathan Justin  
Hanson WBL869**

**Digitally signed by  
Johnathan Justin Hanson  
WBL869  
Date: 2023-10-24  
12:18:51 -07:00**

*Strata Property Act*

**FORM I**

[am. B.C. Reg. 312/2009, s. 7.]

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VIS 3090 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on May 30, 2023:

**Resolution #12 – ¾ Vote – Owner Installed Heat Pumps**

**BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS3090 that the Strata Corporation amend the existing bylaws by adding Bylaw 49 as follows:**

**49. Heat Pumps**

- (1) Without limiting the generality of Bylaw 6, an owner must obtain the written approval of the council before installing a heat pump.
- (2) When making an application under Bylaw 49(1), an owner will provide the following to the council:
  - (a) A detailed description of the proposed heat pump, including:
    - (i) the proposed location of the heat pump;
    - (ii) the make and model of the heat pump; and
  - (b) Any other information required by the strata corporation.
- (3) The council will not approve the heat pump unless the council is satisfied that:
  - (a) It will be installed by a professional and qualified heat pump contractor in compliance with all applicable building codes, and in accordance with instructions from a professional engineer;
  - (b) The outdoor portion of the heat pump will be no larger than 25 x 35 x15 inches;
  - (c) It will be a ductless mini split unit system;
  - (d) It will have a Seasonal Energy Efficient Rating of at least 14;
  - (e) It will be hardwired to a separate 240 breaker by a qualified electrician;
  - (f) The wiring and conduit will be installed in the interior walls of the strata lot, unless otherwise permitted by the council; and
  - (g) It will not cause noise that is greater than 56 decibels from outside of a strata lot and 46 decibels from inside of a strata lot.

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

- (4) An owner who installs a heat pump shall:
- (a) Cause the heat pump to be installed in the manner set out pursuant to Bylaw 49(2)(a);
  - (b) Comply with the provisions of Bylaw 6; and
  - (c) Sign an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation, which form will, among other terms require the owner to:
    - (i) pay for all maintenance, repairs, replacements, and removals, and any damage suffered or cost incurred by the Strata Corporation as a direct or indirect result of the installation; and
    - (ii) cause a future owner to assume all obligations regarding the heat pump.

**Moved:** SL 12

**Seconded:** SL 17

**CARRIED with 31 votes In Favour, 6 votes Opposed and 5 abstentions.**

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**Resolution #13 – ¾ Vote – Bylaw Amendments**

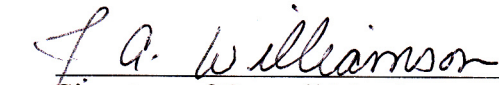
**BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS3090 that the Strata Corporation amend the existing bylaws by:**

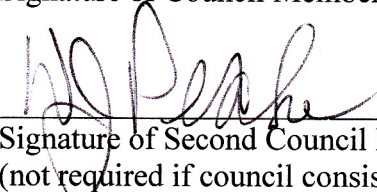
- a) repealing Bylaw 17(5)(b) in its entirety and re-numbering Bylaw 17(5)(c) accordingly;
- b) repealing Bylaw 20(4)(d) in its entirety;
- c) repealing Bylaw 32(1)(v) in its entirety and replacing it with Bylaw 32(1)(v) as follows:
  - (v) *leave or permit to be left on the common property any bicycles, tricycles children's toys or play-things, or any other items likely to cause obstruction, restriction or hindrance to other owners, tenants, visitors, licensees, invitees or workers;*
- d) repealing Bylaw 32(4)(c) in its entirety and replacing it with Bylaw 32(4)(c) as follows:
  - (c) *notify the strata council in writing prior to a visitor staying overnight or for a longer period of time if the visitor intends to occupy the Strata Lot while the owner or tenant is absent.*

**Moved:** SL 26

**Seconded:** SL 10

**CARRIED with 42 votes In Favour, 0 votes Opposed and 0 abstentions.**

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member  
(not required if council consists of only one member)

1. Contact

Document Fees: \$30.53

**Proline Management Ltd.  
20 Burnside Road West - Suite 201  
Victoria BC V9A 1B3  
250-475-6440**

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

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

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**VIS3090**

**THE OWNERS, STRATA PLAN VIS3090**

**Electronic Signature**

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

**Marnie Gunther  
QKY7MA**

Digitally signed by  
Marnie Gunther QKY7MA  
Date: 2023-02-06  
11:05:05 -08:00

**Strata Property Act**

**FORM I**

**AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS3090 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at a Special General Meeting held on January 25, 2023.

**Resolutions:**

- 1. BE IT RESOLVED, BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 3090 THAT THE STRATA CORPORATION REPEAL BYLAW 39 AND ADOPT THE FOLLOWING BYLAW.**

**39. PROHIBITION AGAINST USE OF STRATA Lot AS A SHORT-TERM RENTAL**

- 1) For the purposes of this bylaw "short term rental" means:
  - a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- 2) Owners, occupants, and tenants may not:
  - a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- 3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each night the residential strata lot is used as a short-term rental.
- 4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible

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

**2. BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 3090 THAT THE STRATA CORPORATION REPEAL THE EXISTING AGE RESTRICTION BYLAW, NAMELY BYLAW 40 AND REPLACE IT WITH THE FOLLOWING.**

**40. Age Restriction**

- 1) No person under the age of FIFTY-FIVE (55) may reside in a strata lot.
- 2) For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 45 days in any six-month period in that strata lot.
- 3) Notwithstanding subsection (2) the Council may authorize visits longer than 45 days by persons under the age of 55 years.
- 4) The Strata Council may require any person who resides in a strata lot to provide satisfactory documentary proof of that person's age, to determine compliance with subsection (1).
- 5) A resident who fails or refuses to provide satisfactory proof that they comply with subsection (1) shall be deemed to be underaged.
- 6) Subsection (1) does not apply to any of the following persons:
  - a) a person who meets all of the following criteria:
    - i) immediately before the bylaw was passed the person resided in the strata lot, and
    - ii) by residing in the strata lot, the person was not contravening any bylaw restricting the age of persons who may reside in the strata lot;
    - iii) the person continues to reside in the strata lot after the bylaw is passed;
  - b) a caregiver who resides in the strata lot for the purpose of providing care to another person who is themselves over the age of 55: and
    - i) resides in the strata lot, and
    - ii) is dependent on caregivers for continuing assistance or direction because of disability, illness or frailty.
- 7) Caregiver under the age of 55 may only reside in a strata lot provided the resident who is 55+ has provided to the council a written statement from their physician confirming the need for a live in caregiver and such confirmation has been provided to the council in writing. If requested by the council, such written confirmation may be required to be renewed annually.
- 8) If any resident of a strata lot, other than a caregiver does not provide proof of age, then the resident owner or resident tenant is in breach of this bylaw which will entitle the strata corporation to take all enforcement action as permitted by section 135 of the Act.

A revised set of bylaws, incorporating these amendments, is attached.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member

Date: Feb 3, 2023



**CONSOLIDATED**

**BYLAWS**

**RIVERSTONE  
THE OWNERS, STRATA PLAN NO. VIS3090  
DUNCAN, BC**

Last updated: January 25, 2023



**CONSOLIDATED BYLAWS OF  
THE OWNERS, STRATA PLAN NO. VIS3090  
RIVERSTONE, DUNCAN, BC**

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## PREAMBLE

These Bylaws bind the Strata Corporation and the owners and tenants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner and tenant. Owners and tenants are responsible for their occupants and guests.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”). For the purposes of these Bylaws, “Residents” means collectively, owners, tenants and occupants and “a Resident” means collectively, an owner, a tenant and an occupant.

**All Residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.**

## THE CONSOLIDATED BYLAWS OF THE OWNERS, STRATA PLAN NO. VIS3090 RIVERSTONE, DUNCAN, BC

**WHEREAS** The Owners, Strata Plan No. VIS3090 (the “Strata Corporation”), wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

### **NOW THEREFORE:**

**BE IT RESOLVED** as a 3/4 Vote Resolution of the Owners of Strata Plan VIS3090 that:

- a) all previous bylaws registered in Victoria Land Titles Office shall be repealed;
- b) the statutory standard bylaws shall be repealed; and
- c) the attached bylaws (as amended by A and/or B above) shall be deemed to be the bylaws of the Strata Corporation (the “Consolidated Bylaws”).

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

#### **Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner of a strata lot must provide the Strata Corporation with monthly consecutive post-dated cheques representing strata fees for that strata lot during the fiscal year of the Strata Corporation, dated on the first day of each month or enter into a preauthorized debit agreement.
- (3) All payments returned for non-sufficient funds (“NSF”) will result in a charge to the responsible unit at the banks NSF rate at time of the occurrence.

### **Interest charges**

- 2**
- (1) The monthly strata fees shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula.
  - (2) Subject to a provision to the contrary in the resolution, a special levy shall be deemed:
    - (a) to constitute a strata fee of the Strata Corporation for purposes of this bylaw;
    - (b) to be in the amount for each strata lot specified by a resolution approved by a  $\frac{3}{4}$  vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula; and,
    - (c) to be due and payable on the date specified in the resolution approved by the owners pursuant to section 108 of the Act or, if no date is specified in the resolution, then, it shall be deemed to be due and payable 7 days after the date of owner approval.
  - (3) The Strata Corporation may charge an owner who is late paying his or her strata fees (comprising the monthly strata fee and any special levy) interest at the rate of 10% per annum, simple interest, compounded annually or the maximum rate of interest stipulated in the Regulations to the Act enacted from time to time.
  - (4) Interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Act

### **Repair and maintenance of property by owner**

- 3**
- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
  - (2) An owner who has the use of limited common property must repair and maintain that limited common property, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

### **Use of property**

- 4**
- (1) A Resident 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 or makes, causes or permits to be made any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of other Residents or their guests at any time, and in particular, between the hours of 10:00 p.m. one day and 8:00 a.m. the following day;
    - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
    - (d) is illegal; or,

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident who has hard surface flooring installed in his or her strata lot, including wood, laminate, ceramic, tile, marble or similar substances, shall take all necessary measures to mitigate against noise and sound transmission, including, upon request from council, the placement of area rugs.
- (3) A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) A Resident or visitor must not do or permit anything to be done that contravenes any statute, ordinance, or bylaw of any government authority, or any rule of law or equity.

### **Inform Strata Corporation**

- 5 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, email address and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name, the strata lot number that the tenant occupies, email address and the proposed mailing address of the tenant if different from the strata lot.

### **Alterations to the strata lot, limited common property and/or common property**

- 6 (1) An owner must obtain the written approval of the council before making an alteration that involves any of the following (the "Alteration"):
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies, patios 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 the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) a portion of the strata lot which the Strata Corporation must insure under s. 149 of the Act;
  - (h) common property, including limited common property;
  - (i) wiring, plumbing, piping, heating, air-conditioning and other services; or,
  - (j) common assets.

- (2) An owner wishing to make an Alteration must submit an application in writing to the council (the “Application”) prior to commencing work and provide the council with the following:
  - (a) detailed plans and specification, including a site plan, drawn to scale and outlining the proposed Alteration including dimensions, materials, colours and finishings; and,
  - (b) any other document or information that the council may reasonably require under the circumstances;
- (3) A  $\frac{3}{4}$  vote of owners at an annual or special general meeting will be required pursuant to s. 71 of the Act as one of the conditions of council approval for the Alteration if the council by majority vote determines in its discretion that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.
- (4) As a condition of its approval, the Strata Corporation may require the owner, at the owner’s sole expense, to perform the work and to comply with any conditions the council considers reasonable in the circumstances, including the following:
  - (a) enter into an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
  - (b) employ a qualified building envelope professional, architect, engineer or other qualified professional, as required in the sole discretion of the council, to prepare specifications, provide inspection and certification services for the work;
  - (c) employ qualified/licensed contractor(s) who will perform the work and correct deficiencies;
  - (d) provide the council with a valid building permit or other permit required for the work by the authority having jurisdiction;
  - (e) ensure the work is performed to an appropriate standard and in substantial compliance with the plans and specifications approved by the council;
  - (f) obtain and maintain appropriate insurance for the Alteration;
  - (g) indemnify the Strata Corporation and its council members, authorized agents and employees and save them harmless from and against:
    - (i) any and all costs, expenses, claims or liability arising out of, related to or associated with the Alteration application process, the Alteration and/or the work, including legal costs as between a solicitor and his or her own client; and,
    - (ii) any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the Alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his or her own client; and,

- (h) comply with s. 70(4) of the Act and the regulations to the Act, if the Alteration involves increasing or decreasing the habitable area of a residential strata lot;
  - (i) assume responsibility for all future expenses related to the Alteration, including, without limiting the generality of the foregoing, insurance, repair, maintenance and replacement costs; and,
  - (j) comply with any other conditions reasonably required in the opinion of the council.
- (5) The council may grant written approval for an Alteration to make reasonable accommodation for a person with a disability or special needs.
  - (6) If an existing Alteration requires replacement, the owner must obtain the prior written approval of the council in accordance with this Bylaw.
  - (7) If an Alteration has been installed or constructed without approval from the council, or contrary to a condition of approval or otherwise in violation of these Bylaws ("Unauthorized Alteration"), then the owner shall correct, remove and/or restore the property as directed by the council, at the owner's sole expense, including legal costs as between a solicitor and his or her own client.
  - (8) If an owner fails to conduct repair, maintenance, removal or other work required pursuant to this Bylaw in a timely fashion after receipt of reasonable notice from the council to conduct such work, the Strata Corporation may carry out the work on behalf of that owner and charge all expenses related to the work to that owner, and the owner shall indemnify and save the Strata Corporation harmless against any and all costs and expenses related to that owner's failure to conduct said work, including legal costs as between a solicitor and his or her own client.
  - (9) The notice from the Strata Corporation provided under subsection (6) shall be deemed to constitute a work order for the purposes of sections 83 or 84 of the Act.
  - (10) Any costs or expenses payable by an owner to the Strata Corporation pursuant to this Bylaw, including legal costs on a full indemnity basis, shall be added to and become part of the strata fees for that owner on the month next following the date on which the cost or expense was incurred and will become due and payable on the next due date of payment of monthly strata fees.
  - (11) The approval from the council for an Alteration does not imply any responsibility or liability to the Strata Corporation if the Alteration contravenes any laws and regulations, and all costs and actions required to remedy any contraventions will be the sole responsibility of the owner.

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

- 7 (1) A Resident 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:



- (i) inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or
  - (ii) to ensure compliance with the Act, Regulations, Bylaws and Rules provided that there are reasonable grounds to believe that a violation exists.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner or tenant who improperly refuses or fails to provide access contrary to subsection (1) shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the refusal or failure to provide an authorized person access or if forced entry to a strata lot is required in an emergency. The Strata Corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused or failed to provide access shall not only be responsible for damages, but also for the legal costs of the Strata Corporation as between a solicitor and his or her own client.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by Strata Corporation**

- 8** (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies, patios 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) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building,

- (iv) 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.

### **Division 3 — Council**

#### **Council size and eligibility**

- 9**
- (1) The council must have at least 3 and not more than 7 members.
  - (2) If the owner is a limited corporation or a partnership or other form of business entity, then such entity may appoint an individual who may stand for council.
  - (3) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
  - (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under Section 116(1) of the Act.
  - (5) If a council member is unable to continue to be on council pursuant to subsection (4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 12.

#### **Council members' terms**

- 10**
- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
  - (2) A person whose term as council member is ending is eligible for re-election.

#### **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. The Strata Corporation must pass a separate resolution for each council member to be removed.
  - (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these Bylaws.

#### **Replacing council member**

- 12**
- (1) If a council member resigns, or is unwilling or unable to act for a period of more than 2 months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.

- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

- 13**
- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, 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) if the president is removed, or
    - (c) for the remainder of the president's term if the president ceases to hold office.
  - (4) The council may vote to remove an officer.
  - (5) If an officer, other than the president, is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

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

### **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.

- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within 4 weeks after 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 after the hearing.

### **Quorum of council**

- 16**
- (1) A quorum of the council is:
    - (a) 2, if the council consists of 3 or 4 members;
    - (b) 3, if the council consists of 5 or 6 members; and,
    - (c) 4, if the council consists of 7 members.
  - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 17**
- (1) The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.
  - (2) 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.
  - (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
  - (4) Owners may attend council meetings as observers unless the council rules by majority vote that observers are not permitted and in that event the ruling shall be final and binding.
  - (5) Despite subsection (4), no observers may attend those portions of a council meeting that deal with any of the following:
    - (a) bylaw contravention hearings under section 135 of the Act;
    - (b) rental restriction bylaw exemption hearings under section 144 of the Act; and,
    - (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.
  - (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
  - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

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

- 19** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved, by making the minutes available for viewing at the Strata Corporation's office and circulating same via email to those owners who consent in writing to this method of delivery or, for those owners who do not consent to delivery via email, then by any other method of delivery set out in the Act.

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

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent; and,
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine;
  - (c) whether a person should be denied access to a recreational facility; or,
  - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

### **Spending restrictions**

- 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.
- (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.
- (3) **Unapproved expenditures**
- (a) 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.

- (b) Pursuant to subsection 98(3) of the 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 **\$4,000.00** or less, and the owners are informed of such expenditure as soon as practically possible after same is made.

### **Limitation on liability of council member**

- 22** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.
- (4) **Indemnity**
- (a) Each council member 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 council.
- (b) Notwithstanding subsection (4)(a), there shall be no indemnity if a council member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

### **Division 4 — Enforcement of Bylaws and Rules**

#### **Fines**

- 23** (1) **Complaint, right to answer and notice of decision** (s.135 of the Act)
- (a) The council must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
- (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
- (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
- (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.

- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw of the Strata Corporation and \$50.00 for each contravention of a rule.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default.

#### **Applications and complaints**

- (4) Every Application, complaint or notice to the council for its consent or consideration must be in writing and delivered to the council in compliance with section 63(1) of the Act. The council is not required to deal with a matter brought to its attention in any other manner.
- (5) The Strata Corporation may fine an owner if a Bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (6) The Strata Corporation may fine a tenant if a Bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (7) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the Bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.
- (8) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the Act.

#### **Remedy a contravention**

- (9) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the Bylaws or rules, including:
  - (a) doing work on or to a strata lot, the common property or common assets;
  - (b) removing objects from the common property or common assets.
- (10) The Strata Corporation may require the reasonable costs of remedying the contravention be paid by a person who may be fined for the contravention under these bylaws, and reasonable costs shall be deemed to include legal costs as between a solicitor and his or her own client.

#### **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.



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

### **Participation by other than eligible voters**

- 26**
- (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:
    - (a) may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting; and,
    - (b) must leave the meeting if requested to do so by a resolution passed by a majority vote of owners present at the meeting.

### **Voting**

- 27**
- (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 a precise count is authorized by a majority vote of owners.
  - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
  - (6) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Order of business**

- 28**
- (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 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.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

### **Governance provisions**

- 29** (1) **Quorum for annual or special general meeting:**  
If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, at the same place, but, if at the end of that period a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.
- (2) **Electronic attendance at meetings:**
- (a) A person who is eligible to vote may attend at an annual or special general meeting by electronic means, including telephone, teleconference or any other method as determined by the chairperson of the meeting, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
  - (b) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- (3) **Eligible voters, strata arrears and quorum:** (Sections 53(2) and (3) of the Act):
- (a) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the 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.
  - (b) If a vote for a strata lot may not be exercised pursuant to subsection (a) then that strata lot's vote must not be considered for the purposes of determining

a quorum in accordance with section 48 of the Act or for the purposes of sections 43(1), 46(2) and 51(3) of the Act.

### **Division 6 — Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 30** (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 – Additional Bylaws:**

#### **Pets**

- 31** (1) A Resident must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog (not to exceed a maximum height of 15” measured at the shoulder when fully grown) or one cat;
  - (e) a pet qualified under the Guide Dog and Service Dog Act;
  - (f) a pet required for living assistance purposes based on satisfactory medical or other evidence.
- (2) A Resident’s visitor may bring one dog into the complex subject to the following conditions:
- (a) the dog must not exceed a maximum height of 15” measured at the shoulder when fully grown;
  - (b) the dog must not occupy a strata lot for a period longer than two consecutive weeks or a total of 14 days in a calendar year without the prior written permission of council; and,
  - (c) the visitor and the dog must comply with these bylaws at all times.

- (3) Subject to subsections (1) and (2), all other pets are prohibited in a strata lot, limited common property or common property including, but not limited to the following: wild, domestic, exotic or household mammal, bird, fish, reptile or pet (a “Prohibited Pet”).
- (4) If, in the opinion of the council, a pet,
- (a) causes a nuisance;
  - (b) constitutes a danger to any person;
  - (c) disrupts the quiet enjoyment of other Residents;
  - (d) causes unreasonable noise; or,
  - (e) causes unreasonable damage or mess to a strata lot, the common property or limited common property;
- (a “Problematic Pet”), the council may require the removal of that pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions, or the pet is found to be dangerous on one occasion.
- (5) An owner or tenant shall remove or cause to be removed a Prohibited Pet or a Problematic Pet from the strata lot, limited common property or common property within the time stipulated in a written demand to that effect from the Strata Council.
- (6) A Resident and his or her visitor shall:
- (a) ensure that his or her dog is under control and on a leash at all times when on the common property or on land that is a common asset;
  - (b) immediately clean up after his or her pet; and,
  - (c) never leave his or her dog tied up or unattended at any time while on the common property or limited common property.
- (7) An owner or tenant in violation of this Bylaw may be subject to any remedy available to the Strata Corporation in addition to fines pursuant to the Fine Bylaw in the discretion of the council.

### **Use of the strata lot, limited common property and common property**

#### **32 (1) Prohibitions on use of strata lot, limited common property and common property**

A Resident or visitor, as the case may be, shall not:

- (a) store or keep pet food or other edibles on a patio, balcony, deck, common property or in a storage locker;
- (b) have a water bed in the strata lot;
- (c) have a real or live Christmas tree in a strata lot (artificial Christmas trees are permitted);
- (d) attach festive lighting to the external walls, railings or roof using nails, screws and staples;

- (e) use seasonal lighting except during festive periods (which must not be used between 11:00 p.m. and 8:00 a.m.);
- (f) permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein or that will be in breach of any law, order or regulation;
- (g) affix hanging plants to the external walls or roof or other portions of the common property or limited common property;
- (h) use window mounted or exterior wall-mounted air conditioners;
- (i) install a hot tub;
- (j) use window boxes or rail box planters on patios or balconies or on the common property or limited common property;
- (k) use or store barbecues, outdoor grills, heaters or any device with an open flame on patios, decks or balconies;
- (l) store flammable, explosive or hazardous materials in a strata lot or on the common property or limited common property;
- (m) place storage sheds on patios, decks or balconies or any portion of the common property or limited common property;
- (n) store bicycles on patios, decks or balconies;
- (o) use patios, balconies or decks for storage of items except for properly maintained, free-standing, self-contained planters, patio furniture and accessories, provided that:
  - (i) each item does not exceed the weight of 40 pounds per square foot;
  - (ii) items are placed on the concrete patio pavers or, if placed directly on the PVC waterproofing membrane, no sharp objects, protrusions, edges or fasteners come into contact with the membrane; and,
  - (iii) in the event of any damage caused to any portions of the patio or balcony, the Resident immediately notifies council so that repairs can proceed;
- (p) permit the patios, decks or balconies to become unsightly, unsanitary or untidy;
- (q) throw any items or shake or wring mops or dusters from patios, decks, balconies, windows, doors or any other portion of the strata lot, common property or limited common property ;
- (r) hang laundry, washing, towels, bedding, clothing or other articles on a patio, decks or balcony, common property or the limited common property, except for the use of temporary festive lighting in accordance with subsections (d) and (e);
- (s) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings, showing from the

outside of the building in the windows, except for neutral colour and design, which are permitted;

- (t) do or permit anything to be done that may cause damage to plants, flowers, lawns or other landscaped common areas and for greater certainty, shall not place chairs, tables or other objects on the common property so as to damage to landscaping, prevent growth, or interfere with the cutting of lawns or the maintenance of the grounds generally;
  - (u) create an obstruction, restriction or hindrance on passageways, hallways, sidewalks or other parts of the common property or to persons lawfully using the same;
  - (v) leave or permit to be left on the common property any bicycles, tricycles, children's toys or play-things, or any other items likely to cause obstruction, restriction or hindrance to other owners, their visitors, licensees, invitees or workers;
  - (w) store or pile dust, rubbish, garbage, boxes, packing cases or the like on any part of the common property or limited common property, excluding designated areas for garbage and other debris; and,
  - (x) smoke on the common property or in common areas;
  - (y) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
  - (z) use the strata lot for commercial or retail purposes;
  - (aa) erect signs, fences, billboards, placards, advertising or any other fixture, fitting or signage of any kind whatsoever external to any part of a strata lot or the common property, except a temporary notice to sell a Strata Lot of a size, style and location approved by the Council and signage permitted under the *Canada Elections Act*.
- (2) The council will make reasonable accommodation to a Resident if the Resident proves by medical or other satisfactory evidence in the sole and reasonable discretion of the council, that the Resident has a medical condition or a physical disability that justifies an exemption from a prohibition enumerated under subsection (1).
- (3) **Restrictions requiring prior approval of council**  
A Resident shall obtain the prior written approval of the council before:
- (a) installing an awning, aerial, satellite dish, antenna, satellite signal receiving device or any other similar item on the common property or the limited common property;
  - (b) changing the colour of the exterior of a building, including patios, decks and balconies;
  - (c) attaching anything to the external walls or roof using nails, screws, staples or any other fasteners that perforate the exterior of the building or roof;
  - (d) holding a garage sale; and,

- (e) operating a home based business from the strata lot, and such operation if approved, must comply with the municipal bylaws.

(4) **Member obligations**

A Resident shall:

- (a) at all times keep all common areas and the limited common property in a neat, tidy and clean condition comparable to the standard of a high quality residential development;
- (b) report forthwith to the council or a person designated by it, any accident or injury to, or failure of the water pipes, toilet, drains or fixtures, electrical wires or other fixtures located on the strata lot or common property, including limited common property; and,
- (c) notify the strata council in writing prior to a visitor staying overnight or for a longer period of time if the visitor intends to occupy the Strata Lot while the owner is absent.

**Garbage removal**

**33** (1) A Resident shall:

- (a) remove all household refuse from his or her strata lot and place in the designated garbage collection area;
- (b) only place household waste in the garbage containers, and properly wrap all garbage in securely tied bags to prevent access by animals or birds;
- (c) place recyclables in separate containers and dispose of the same in compliance with the local municipal bylaws; and,
- (d) remove garbage other than ordinary household refuse from the limited common property or common property, at his or her expense, as soon as practically possible.

**Parking and motor vehicles**

**34** (1) A Resident or his or her guests shall not exceed the speed limit of 10 km per hour on common property roadways.

**Parking location**

- (2) (a) Each strata lot is entitled to one inside parking stall designated by the council.
- (b) Residents wishing to change their assigned parking stalls must make an application in writing to the council, and if feasible, such changes may be made in the discretion of the council.
- (c) Residents shall only park motor vehicles in the parking space(s) assigned to their strata lot and shall only permit their visitors to park in designated visitors' parking areas or in the parking space(s) designated for their strata lot.



- (d) A Resident shall, upon receipt of written notice from the council, remove vehicles from the common property or other designated parking areas to permit sweeping and/or snow removal services.

**Rental of second common property parking stall**

- (3) (a) A Resident wishing to rent a second parking stall must make an application in writing to the council.
- (b) Applications will be processed by the council on a ‘first come, first served’ basis subject to priorities for residents and other special circumstances in the discretion of council and if a parking stall is available, the council shall approve the request, provided that the Resident pays to the Strata Corporation a reasonable user fee as determined by the approved budget in each fiscal year and set out in a Rule and ratified under s. 125(6) of the Act.
- (c) If a parking stall is not available, Residents may have their name placed on a waiting list.
- (d) Those first purchasers who were told in writing by the developer that they had purchased a second parking stall shall be exempt from the user fee, and it is further agreed that the second purchaser of these units shall have the right to rent the use of this second parking stall in an amount determined pursuant to subsection (3)(b).

**Parking restrictions and prohibitions**

- (4) A Resident or their guest shall not:
  - (a) park in fire lanes;
  - (b) park on the common property or the limited common property in a manner which may compromise the safety or security of the Residents;
  - (c) park a motor vehicle which is leaking oil or other fluids on the common property, and if such leakage occurs, Residents are responsible for the clean-up of same; or,
  - (d) park on common property access roads at any time without the prior written approval of the council.
- (5) Residents must ensure that all vehicles in the underground parking area are adequately licensed and properly insured, and if a vehicle is unlicensed, Residents must:
  - (a) obtain storage insurance;
  - (b) carry a minimum of \$2,000,000 third party liability; and,
  - (c) upon request, provide proof of insurance to council.
- (6) Residents shall not park trailers larger than 5’ by 8’, tent trailers, campers, motorhomes and recreational vehicles (“RV”) anywhere on the common property, excluding an RV which may be parked on the common property overnight for the limited purpose of loading or unloading.

- (7) A Resident shall not park or permit the parking of a commercial vehicle including a transport truck, logging truck, dump truck, bus or other similar vehicle on the common property, except if such commercial vehicle is used for the provision of services for the benefit of the Strata Corporation or a strata lot.

**Towing rights**

- (8) (a) The council shall provide written notice of any violation of this bylaw to the Resident and if the infraction is not corrected within 24 hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (b) 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.
- (c) The Resident 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 or her own client, and any other reasonable costs.

**Insurance and insurance deductible:**

- 35** (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed 3-years.
- (2) For purposes of section 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
- (a) earthquake insurance;
  - (b) sewer backup;
  - (c) flood;
  - (d) theft or misappropriation of funds; and,
  - (e) Director's and Officer's Liability Insurance.
- (3) Subject to the Regulations, 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 and payable in accordance with sections 99(2) and 158(3) of the Act.
- (4) 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 of the Act.

**Indemnity**

- 36** (1) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, 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;
    - (ii) any member of the owner's family;
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers or their pets,
- but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (2) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs, legal costs on a full indemnity basis and other related costs or expenses not covered by proceeds from insurance.
- (3) 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) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot;
    - (x) fireplace; or,
    - (xi) any other similar type of appliance, equipment or fixture.
  - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
  - (c) any damage to property that an owner is required to repair and maintain.

- (4) 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 or her 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.
- (5) 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.
- (6) An owner should obtain and maintain a Homeowner Package 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 right to the claim; and,
  - (c) any Alteration, betterments or changes to the buildings or fixtures built by the developer.

#### **Authority to bring Small Claims Court actions**

- 37**
- (1) Pursuant to section 171(4) of the Act, a  $\frac{3}{4}$  vote of owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the *Small Claims Act*, including money owing as a fine, is not required.
  - (2) The council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the unit owners at a general meeting.

#### **Full indemnity legal costs and indemnity**

- 38**
- (1) An owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the 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 or her own client or on a full indemnity basis.
  - (2) For purposes of section 133(2) of the 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 or her own client or on a full indemnity basis.
  - (3) Subject to the discretion of the council, any legal costs or expenses incurred by the Strata Corporation to collect any Arrears shall 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 Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

## **Rentals**

### **39 Prohibition Against Use of Strata Lot As a Short-Term Rental**

- 1) For the purposes of this bylaw “short term rental” means:
  - a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- 2) Owners, occupants, and tenants may not:
  - a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- 3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each night the residential strata lot is used as a short-term rental.
- 4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.

## **Age Restriction Bylaw**

### **40 Age Restriction**

- 1) No person under the age of FIFTY-FIVE (55) may reside in a strata lot.
- 2) For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 45 days in any six-month period in that strata lot.
- 3) Notwithstanding subsection (2) the Council may authorize visits longer than 45 days by persons under the age of 55 years.
- 4) The Strata Council may require any person who resides in a strata lot to provide satisfactory documentary proof of that person's age, to determine compliance with subsection (1).
- 5) A resident who fails or refuses to provide satisfactory proof that they comply with subsection (1) shall be deemed to be underaged.
- 6) Subsection (1) does not apply to any of the following persons:
  - a) a person who meets all of the following criteria:
    - i) immediately before the bylaw was passed the person resided in the strata lot, and
    - ii) by residing in the strata lot, the person was not contravening any bylaw restricting the age of persons who may reside in the strata lot;
    - iii) the person continues to reside in the strata lot after the bylaw is passed;
  - b) a caregiver who resides in the strata lot for the purpose of providing care to another person who is themselves over the age of 55: and
    - i) resides in the strata lot, and
    - ii) is dependent on caregivers for continuing assistance or direction because of disability, illness or frailty.
- 7) Caregiver under the age of 55 may only reside in a strata lot provided the resident who is 55+ has provided to the council a written statement from their physician confirming the need for a live in caregiver and such confirmation has been provided to the council in writing. If requested by the council, such written confirmation may be required to be renewed annually.
- 8) If any resident of a strata lot, other than a caregiver does not provide proof of age, then the resident owner or resident tenant is in breach of this bylaw which will entitle the strata corporation to take all enforcement action as permitted by section 135 of the Act.

### **Remedy for breach of rental and age bylaw**

- 41 (1) A zero tolerance or strict compliance policy with respect to the Rental Prohibition Bylaw and the Age Restriction Bylaw set out in Bylaws 39 and 40 is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata

Corporation is directed to strictly enforce these bylaws against violating owners and tenants.

- (2) The council may in its sole discretion impose a fine for violations of the Rental Prohibition Bylaw and the Age Restriction Bylaw pursuant to Bylaws 39(6) and 40(8).
- (3) The Strata Corporation shall pursue a violation of the Rental Limitation Bylaw and/or the Age Restriction Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an owner or tenant to comply with the bylaws. If a person occupies a Strata Lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by a tenant or owner violating these bylaws.

#### **Common property meeting room**

- 42 (1) Residents may use the third floor, common property meeting room for approved purposes from time to time provided that the Resident books the room in advance with the council or its appointed agent.
- (2) Residents are responsible for all guests visiting the Strata Corporation and must supervise their guests at all times.
- (3) The council reserves the right to refuse a booking, if in its sole discretion, the council determines that the proposed use or frequency of the use unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, or otherwise contravenes the Bylaws or Rules of the Strata Corporation.

#### **Visitors & Children**

- 43 (1) Each owner or tenant or their agent is responsible for the conduct of visitors and children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, does not unreasonably disturb or interfere with the rights of quiet enjoyment of other Residents and their visitors, or that does not violate the noise bylaws of the local jurisdiction, in force from time to time.
- (2) Owners and tenants are responsible to ensure that their child or a child under their care and control is properly supervised at all times on the common property or limited common property.

#### **Severability**

- 44 The provisions of these 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.

### **Restrictions on the Smoking of Cannabis**

- 45** (1) “Smoking cannabis” or “smoke cannabis” means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of cannabis when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) For the purposes of these bylaws, “cannabis” means the Cannabis sativa, Cannabis indica, and Cannabis ruderalis plants or any similar member of the Cannabaceae family, and any products derived therefrom.
- (3) Owners, tenants, occupants, and visitors must not smoke cannabis in, or on any of the following areas:
- (a) anywhere on the common property including limited common property;
  - (b) exterior balconies and patios of all strata lots; and
  - (c) within strata lots.
- (4) The prohibitions and restrictions in subsection (3) of this bylaw applies to both to those owners, occupants, tenants, employees and visitors who smoke cannabis recreationally and those who have a valid authorization to possess or smoke cannabis for medicinal purposes issued pursuant to the Access to Cannabis for Medical Purposes Regulations or the Cannabis Act or any similar or successor legislation.
- (5) Despite subsection (3)(c) of this bylaw an owner, tenant, or occupant may apply to the Strata Corporation for a human rights based exemption to this bylaw to permit them to smoke cannabis for medicinal reasons within their strata lot but not in the areas specified in subsections (3)(a) and (3)(b) (“Exempt Cannabis Smoker”).
- (6) The Strata Council may only grant a human rights based exemption permitting an owner, occupant or tenant to smoke cannabis for medicinal if the applicant provides the Strata Corporation with a written medical opinion from a qualified medical professional that:
- (a) describes the applicant’s pre-existing medical condition; and
  - (b) smoking cannabis is necessary for the treatment of that pre-existing medical condition; and
  - (c) the applicant cannot or should not ingest cannabis in a form other smoking cannabis due to the nature of the Applicant’s pre-existing medical condition.
- (7) Exempt Cannabis Smokers must:
- (a) make reasonable efforts to seal their strata lots, purify the air within their strata lots through the use of air purifiers, and or smoke eaters, in order to prevent second hand smoke from infiltrating the interior common property, or other strata lots; and
  - (b) not cause a hazard or nuisance.
- (8) If the Council receives complaints and determines that an Exempt Cannabis Smoker is causing a nuisance or a hazard then the Council may revoke the Exempt Cannabis Smoker’s right to smoke in their strata lots, on 60 days’ written notice.

### **Prohibition Against Growing, Processing, and Sale of Cannabis**

- 46** (1) Owners, occupants, tenants, and visitors may not:
- (a) grow or cultivate cannabis in or on a strata lot, or the common property; or



- (b) barter, or sell cannabis or any derivative thereof, in or from a strata lot, or the common property.
- (2) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (1), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot on 24 hour's written notice to carry out an inspection of that strata lot to determine if a contravention of subsection (1) has occurred.
- (3) If, after having complied with the procedural requirements of section 135 of the Strata Property Act, the Strata Corporation determines that an owner, occupant, tenant or visitor has violated subsection (1) then it may:
  - (a) fine the owner or tenant of the subject strata lot up to \$200 per contravention or such higher amount as then permitted under the Strata Property Act and Strata Property Regulation;
  - (b) remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
  - (c) clean and make good any damage to the strata lot or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
  - (d) charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.

### **Privacy Policy**

- 47** (1) Under the *Personal Information Protection Act* ("PIPA"), the Strata Corporation may collect, from time to time, certain personal information of Owners, tenants, and occupants including but not limited to:
1. The name, homes address, and home telephone and/or cell phone number of Owners, tenants and occupants;
  2. Email addresses;
  3. Banking information, in the case of Owners, for payment of strata fees,
  4. Video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the strata corporation in the following locations, with signage noting operation and monitoring and operational 24 hours a day, 7 days a week;
    - a. Exterior entrance/exit locations for pedestrian and vehicle traffic;
    - b. Interior entrance/exit locations in common areas;
    - c. Common activity areas such as the workshop and mail area;
    - d. As needed in other interior/exterior common property or limited common property areas to address security, physical safety, or illegal actions;

5. Information and data recorded and collected during the use and operation of the access control system (e.g. garage fobs) installed in the building that monitors access to and from the common areas.
- (2) Unless the purposes for collecting the Personal Information are obvious and the Owners, tenants and occupants voluntarily provides his or her Personal Information for those purposes, subject to the exceptions set out in subsection (3) of this Bylaw, the strata corporation will communicate the purposes for which Personal Information is being collected, either orally or in writing, before or at the time of collection.
  - (3) Personal Information recorded and collected will not be disclosed to any person, other than: the building manager; the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel; except:
    - i. When required or authorized by law to do so.
    - ii. When disclosure is consented to in writing by an Owner, tenant or occupant.
    - iii. To update banking or financial records.
    - iv. When required to collect outstanding strata fees or other amounts due and payable to the strata corporation.
    - v. During the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of Owners, tenants, occupants, visitors and invitees, or the physical assault or an Owner, tenant, occupant, visitor or invitee.
    - vi. In an emergency that threatens an individual's life, health or personal security.
  - (4) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure except as provided by this Bylaw.
  - (5) This Bylaw authorized the collection of personal information using the video surveillance system and access control system for the following purposes only:
    - i. To monitor access to and from the common property areas of the building;
    - ii. To protect personal property of Owners, tenants, occupants, and visitors;
    - iii. To protect common property and common assets of the strata corporation;
    - iv. To protect the security and physical safety of Owners, tenants, occupants, and visitors to the building.
  - (6) Personal Information collected from the use and operation of the video surveillance system is retained by way of electronic data storage for up to 30 days on the strata

corporation's computer data storage system, at which time the personal information is permanently deleted from the system's computer hard drives. If an incident is reported within the 30 day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for further review.

- (7) Personal Information collected from the use and operation of the access control system is retained by way of electronic data storage on the strata corporation's computer data storage system. If an incident is reported and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for further review.
- (8) Owners, residents and tenants have a right to access their Personal Information, subject to limited exceptions:
  - i. Where the Personal Information is protected from disclosure by solicitor-client privilege;
  - ii. Where disclosure would reveal Personal Information about another individual;
  - iii. Where the disclosure would reveal the identity of an individual who has provided Personal Information about another individual, and the individual providing the Personal Information does not consent to disclosure of his or her identity;
  - iv. Where the Personal Information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which they were appointed to act (a) until a collective agreement; (b) under an enactment; or (c) by a court; or
  - v. Where the information is in a document that is subject to a solicitor's lien.
- (9) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. The strata corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Subject to PIPA and these Bylaws, the strata agent will make the requested information available within 14 days from the date of the request and copies will be provided for a reasonable fee.
- (10) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the building manager. Provided that the personal information has not previously been recorded over, and subject to PIPA and these Bylaws, the building manager will make the requested stored data available for inspection within 14 days from the date of the request.
- (11) In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that the video surveillance or garage fobs will

be operational at all times and is therefore not liable or otherwise responsible for personal security or personal property in a monitored area in the event the video surveillance or garage fob fails to operate.

### **Garage Fobs**

- 48**
- (1) Garage fobs only open the gate entrance to the property and the overhead entrance garage door. Garage fobs do not permit access to any other door on the property.
  - (2) Garage fobs are numbered and are assigned to a strata lot and can be removed from the building's security system if a garage fob is lost or stolen to prevent unauthorized use.
  - (3) An owner is responsible for the garage fob assigned to the owner's strata lot.
  - (4) All garage fobs lost or stolen shall be reported to council immediately so it may be disabled. In no case will an owner, tenant, or occupant wait more than 24 hours from when the garage fob is noticed missing until the time they report it. There will be no charge to disable lost garage fobs. If an owner, tenant, or occupant finds their missing garage fob at a later date, there will be no charge for having it re-enabled.
  - (5) In general, any logs or information produced and logged by the access control system will be considered private and confidential subject to bylaw 47. Data produced by the access control system includes the strata lot number assigned to the garage fob (which does not change), name and fob number (which can change), and data per strata lot of when the garage fob was used. There is no on-site storage of the data. The strata corporation will take all reasonable precautions to ensure that the data collected is kept safe from loss, unauthorized access, modification or disclosure.
  - (6) The council may use and disclose any logs or information produced and logged by the access control system subject to bylaw 47, including to aid in police investigations, to comply with a court order, to investigate a serious bylaw violation, for health and safety reasons or for training purposes and the troubleshooting, care and maintenance of the access control system.

**THE END**