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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 17 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Patricia
Thomson
68CMIS

Digitally signed by Patricia Thomson
68CMIS
DN: c=CA, cn=Patricia Thomson
68CMIS, o=Notary, ou=Verify ID at
www.juricert.com/LKUP.cfm?id=68CMIS
Date: 2013.05.14 12:55:38 -07'00'

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

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

PATRICIA THOMSON

NOTARY PUBLIC

BOX 94 - 92 COWICHAN LAKE ROAD

LAKE COWICHAN

BC V0R 2G0

FILE: ZACK

Document Fees: \$24.20

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY

Related Plan Number: **VIS6201**

Form I
Strata Property Act

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

AMENDMENT TO BYLAWS

(Section 128)

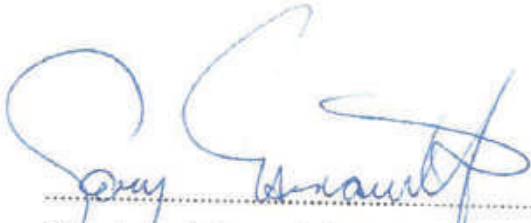
The Owners, Strata Plan VIS 6201 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on April 21, 2013.....[month day, year]*:

New bylaws are enacted as per the attached schedule.

All previous enacted and registered bylaws are hereby repealed.



.....
Signature of Council Member



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

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

EAGLE HEIGHTS ESTATES - STRATA VIS6201

MINUTES OF ANNUAL GENERAL MEETING

April 21, 2013

Present: Units 1, 4, 11, 13, 15, 17, and 19

Absent: Units 3, 5, 14, and 20

Proxies: Units 2, 10, 12, 16 and 18

Meeting to order Sunday April 21, 2013 at 1:05 pm at Thrifty Foods Community Room, 2755 Beverly Street

Proxies were certified and voting cards issued. A quorum was established and proof of notice of the meeting was presented.

1. Present Proof of the Notice of Meeting

Motion: That Notice of Meeting was received.

Motioned: Unit 15

Seconded: Unit 13

Carried: Unanimously with two Proxies Abstaining

2. Approval of Agenda

Motion: That Agenda is approved.

Motioned: Unit 15

Seconded: Unit 17

Carried: Unanimously with two Proxies Abstaining

3. Minutes of last annual general meeting

Motion: That the minutes of the previous annual general meeting be accepted.

Motioned: Unit 17

Seconded: Unit 4

Carried: Unanimously with two Proxies Abstaining

4. Council reports and insurance coverage report

4.1 President's report

4.1.1 Regular Council Meetings

The President reported that 2012/2013 regular Council Meetings and distributed minutes had taken place. Decision making processes had been formalized. Increased information was made available to owners. The burden of decision making has been removed from one person.

4.1.2 Depreciation Report

Physical inventory of common property and assets required is required for the depreciation report. An estimate of maintenance, repair and replacement costs over 30 years is part of the report. A Financial forecast is required with 3 models.

THIS IS NOT related to building inspection/assessment for individual units, only the common and limited common areas under the strata corps responsibility.

Benefits: guides CRF contributions, removes a barrier to potential purchases, useful to council, probably relatively inexpensive. No one has a good understanding of costs, e.g. CHOA member in the interior replaced 50m of water and sewer lines at a total cost of \$380,000 (38 yo, \$19,000 each)

At the end of 2011 it became legislation to complete a depreciation report every 3 years. The report must be completed by end of 2013 or waived by $\frac{3}{4}$ vote yearly. Because of the changes in bylaws council recommends waiving this year. The new council to research and get quotes for next AGM.

4.1.3 Sewer

Little progress was made on the transfer. There were still too many unanswered questions for council to proceed. The president recommends that the new council takes over this project for completion in 2013/2014.

4.1.4 Easement

There was some confusion regarding the agreement over the easement for the sewer and storm drain. It has now been confirmed that there is a registered easement with a condition of a \$1,200 annual payment.

Research was done with CHOA and a lawyer. The owner Mr. Monk has indicated in the past that he would be open to a payout. A resolution dealing with this has been proposed under New Business.

4.1.5 Bylaws

Council reviewed bylaws, proposed solutions, to be voted on under New Business. Approved bylaw changes do not take immediate affect until registered.

4.1.6 Landscaping

Spending money on someone to do landscaping was stopped by Council this year. It is recommended that we try to do 2 to 3 pitch in days instead. The money saved can be put towards mulch and ground cover.

Thanks to everyone who helped out last year. Another day will be arranged by council soon.

4.1.7 Thanks

Thanks to everyone who helped out with maintenance and landscaping.
 Thanks to everyone who provided feedback on bylaws.

4.2 Report on Insurance

The Treasurer reported that insurance premiums were expected to increase according to the insurers due to the impact of earthquake insurance claims. There was a small increase in insurance premiums with the sale of unit # 5. Additionally, there will be a similar increase in premiums will be incurred with the sale of unit # 6. The treasurer has included this in the 2013/14 Budget and renewed the Insurance with Wawanesa Insurance.

5. Approve the proposed budget for 2013/14

The Treasurer reviewed the proposed budget and reported that Insurance fees had increased as discussed in the insurance report. Both Lawn Maintenance and Sprinkler Maintenance remained the same. Hydro and Water costs had increased. The water costs had increased due to the billing method no longer offering the discount previously available. Maintenance costs were budgeted for with a minor increase to allow for repairs to light fixtures, and to allow for any other minor repairs required. The contingency fund had been increased in the previous year to 15% which is 5% higher than required. The new proposed stratæfee will be increased by \$4 from \$121 to \$125.

Motion: That the 2013/14 budget is accepted.
Motioned: Unit 17
Seconded: Unit 13
Carried: Unanimously with one Proxy Abstaining

7. New Business

7.1 Easement Resolution #1

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; Direct council to negotiate an alternative agreement ending the annual fee. Use of a maximum \$4,800 lump sum and \$500 legal fees from the Operating Fund.

Motioned: Unit 17
Seconded: Unit 15
Carried: Unanimously

7.2 Repair and Maintenance - Section 2 and 3 Bylaws - Resolution #2

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; approve changes to section 2 and 3 of the bylaws as per attachment

Motioned: Unit 17
Seconded: Unit 15

Carried: Unanimously

7.3 Rentals - Section 8 Bylaws - Resolution #3

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; approve changes to section 8 of the bylaws as per attachment

Motioned: Unit 1
Seconded: Unit 15
Carried: Unanimously

7.4 Pets - Section 9 Bylaws - Resolution #4

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; approve changes to section 9 of the bylaws as per attachment

Motioned: Unit 13
Seconded: Unit 15
Carried: Unanimously

7.5 Prohibitions - Section 12 Bylaws - Resolution #5

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; approve changes to section 12 of the bylaws as per attachment

Motioned: Unit 4
Seconded: Unit 17
Carried: Unanimously

7.6 General - Sections 1, 4-7, 10, 11 and 13-19 Bylaws - Resolution #6

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; approve changes to section 2 and 3 of the bylaws as per attachment

Motioned: Unit 17
Seconded: Unit 4
Carried: Unanimously

7.7 Depreciation Report - Resolution #7

Motion: The Owners, Strata Plan VIS6201 do hereby resolve, by 3/4 vote to; waive the requirement to obtain a depreciation report

Motioned: Unit 4
Seconded: Unit 15

Carried: Unanimously

8. Elect strata council

President (Unit 1) – The current president agreed to continue in this position.

Motion: That Unit 1 continue in the position of president

Motioned: Unit 5

Seconded: Unit 13

Carried: Unanimously with two Proxies Abstaining

Treasurer (Unit 17) – Unit 17 to fill the position of treasurer

Motion: That the position of Treasurer position be filled by Unit 17

Motioned: Unit 19

Seconded: Unit 15

Carried: Unanimously with two Proxies Abstaining

Secretary (Unit 19) – Unit 19 to fill the position of secretary

Motion: That the Secretarial position be filled by Unit 19

Motioned: Unit 11

Seconded: Unit 13

Carried: Unanimously with two Proxies Abstaining

Member at Large (Unit 15) – To assist Incoming council with resolving outstanding Easement and Sewer issues Unit 15 to fill position of Member at Large

Motion: That Unit 15 as a Member at Large on Council

Motioned: Unit 11

Seconded: Unit 13

Carried: Unanimously with two Proxies Abstaining

9. Other Business

Gary Arsenault (unit 17) indicated that he and Rod Finch (unit 2) would be willing to clean the common area drains at a nominal cost for expenses.

Motion: That \$100 be made available for drain cleaning

Motioned: Unit 13

Seconded: Unit 19

Carried: Unanimously with two Proxies Abstaining

Meeting terminated at 2:04 pm

RE: All phases of Strata Plan VIS6201

The following Bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by Section 120 of the *Strata Property Act*. These Bylaws are to be read with the Standard Bylaws but where the following Bylaws are inconsistent or conflict with the Standard Bylaws, the following Bylaws apply.

Definitions and Interpretation

1. (a) All words used in these Bylaws shall have the meaning ascribed to them in the *Strata Property Act*, unless the context otherwise requires;

(b) The "*Strata Property Act*" means the *Strata Property Act*, Statutes of British Columbia, 1998, and subsequent amendments to that Act;

(c) "Strata Lots" means Strata Lots 1 through 20 inclusive, and "Strata Lot" means any one of them.

Duties of an Owner

2. An Owner must do all of the following:

(a) promptly carry out all work that may be ordered by any competent public or local authority in respect of the Strata Lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot;

(b) repair and maintain the Owner's Strata Lot, Limited Common Property and any other areas allocated to the Owner's exclusive use, except for repair and maintenance that is the responsibility of the strata corporation;

(c) notify the Strata Corporation promptly of any change of ownership;

(d) comply strictly with these Bylaws, and all other Bylaws of the Strata Corporation, and with Rules adopted from time to time by the Strata Corporation;

(e) receive the written permission of the Strata Council before undertaking alterations

to the exterior or structure of the Strata Lot;

(f) ensure that guests while on Common Property comply with the provisions of the Act, the Bylaws and the Rules of the Strata Corporation;

(g) ensure that their tenants are provided with a copy of the Bylaws and Rules;

(h) pay a \$25 administration fee to the Strata Corporation for each NSF cheque or automatic withdrawal rejection.

Duties of Strata Corporation

3. The Strata Corporation, subject to any Owner's responsibility for Limited Common Property, must do all of the following:

(a) control, manage and administer the Common Property that has not been designated as Limited Common Property, and other assets of the corporation for the benefit of all Owners;

(b) keep in a state of good and serviceable repair and properly maintain the fixtures and any equipment used in connection with the Common Property or other assets of the Corporation;

(c) maintain the Common Property that has not been designated as Limited Common Property, including roadways, landscaping, and guest parking areas;

(d) the duty to repair and maintain is restricted to:

(i) sewer, water, hydro conduit and communication conduit until the service enters the Strata Lot building.

(ii) semi annual maintenance of the sprinkler system. Sprinkler system repairs are the responsibility of the strata lot owner.

(iii) scheduled lawn cutting.

(e) on the written request of any Owner or mortgagee of the Strata Lot, produce to him or her or a person authorized in writing by him or her the insurance policies effected by the Corporation and the receipts for the last premiums;

(f) collect and receive all the contributions toward the common expenses levied by the Strata Corporation and paid by the Owners and deposit the same with a financial institution;

(g) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation;

(h) where the Owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the Strata Corporation, the Strata Corporation shall upon the request of the mortgagee deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing.

Powers of Strata Corporation

4. The Strata Corporation may do one or more of the following:

(a) purchase, hire or otherwise acquire personal property for use by the Owners in connections with their enjoyment of Common Property or other assets of the corporation;

(b) borrow money required by it in the performance of its duties or the exercise of its powers;

(c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;

(d) invest as it may determine and as per Section 95 of the *Strata Property Act*, in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;

(e) grant an Owner the right to exclusive use and enjoyment of Common Property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;

(f) designate an area as Limited Common Property and specify the Strata Lots that

are to have use of the Limited Common Property;

(g) make Rules it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the Common Property, or other assets of the Corporation;

(h) do all things necessary for the enforcement of the Bylaws and the Rules of the Strata Corporation, and for the control, management and administration of the Common Property, or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or setting and collecting fines for the contravention of Bylaws or Rules;

(i) join any organization serving the interest of Strata Corporations and assess the membership fee in the organization as part of the common expenses;

(j) any resolutions passed by the Strata Corporation or the Strata Council shall clearly state the particular Strata Lots or Common Property or Limited Common Property to which such resolutions apply.

Meetings of Council

5. (a) 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 chair and vice chair, who hold office until the conclusion of the next annual general meeting of the Strata Corporation or until their successors are elected or appointed.

(b) The chair of the council does not have a casting vote in addition to his or her original vote.

(c) If the chair is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice chair must act as the chair and has all the duties and powers of the chair while so acting.

(d) In the absence of both chair and the vice chair, the members present must from among themselves appoint a chair for that meeting, who has all the duties and powers of the chair while so acting.

Council Duties

6. (a) A council must keep, in one location, or in the possession of one person, and must make available on request to an Owner or a person authorized by the Owner, all of the following:
- (i) a copy of the *Strata Property Act* and of changes in the bylaws;
 - (ii) a copy of all resolutions adopted by the Strata Corporation including all special or unanimous resolutions;
 - (iii) a copy of all legal agreement to which the corporation is party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easement or rights of way;
 - (iv) a register of the members of council;
 - (v) a register of the Strata Lot Owners, setting out the Strata Lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the Owner to the lessee;
 - (vi) the annual budget for each year;
 - (vii) minutes of all general meetings and of all council meetings.
- (b) A council must do all of the following:
- (i) keep minutes of its proceedings;
 - (ii) cause minutes to be kept of general meetings;
 - (iii) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (iv) prepare proper accounts relating to all money in the corporation, and the income and expenditure of it, for each annual general meeting;
 - (v) on application of any Owner or mortgagee, or a person authorized in writing by the Owner or mortgagee, make the books of account available for inspection at all reasonable times.

Notices

7. (a) Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under the *Strata Property Act* or under these Bylaws is sufficiently given if mailed to the Owner at the address of the Owner's Strata Lot and if left with some adult person at that address.
- (b) A notice given by post is deemed to have been given 48 hours after posted.

(c) An Owner may at any time in writing advise the corporation of a change of address at which notice is to be given, and after that the address specified is deemed to be the address of the Owner for giving notices.

(d) The word "notice" includes any request, statement or other writing required or permitted to be given by the Strata Corporation to the Owner of the Strata Lot.

Rental Restrictions of Strata Lots

8. (a) Owners must comply with all provisions respecting leasing or renting set out in the *Strata Property Act* and in the Bylaws and Rules of the Strata Corporation.

(b) All Owners permitted to lease or rent their Strata Lots shall ensure that their tenants read the Bylaws and Rules of the Strata Corporation and agree, in writing, to abide by them.

(c) All tenants must sign Form K, as stipulated in the *Strata Property Act*.

Pets

9. (a) An owner, tenant or occupant must not keep any pets on the strata lot or limited common property other than one or more of the following:

(i) up to: two dogs and one cat

or

one dog and two cats;

(ii) a reasonable number of fish or other small aquarium animals;

(iii) a reasonable number of small caged mammals/birds.

(b) All pet owners shall be fully responsible for the behavior of their pets with the Strata Lots and Common Property. If the Strata Council deems that a pet is a nuisance, the following procedure will be initiated:

(i) The Strata Council shall forward a warning letter to the pet owner describing the nature of the nuisance and requesting that the pet owner take steps to ensure such nuisance ends;

(ii) If the pet continues to be a nuisance, a further letter will be issued ordering the offending pet removed from the property permanently. Failure to remove the pet within thirty (30) days from the date of the letter will result in a fine of One Hundred Dollars (\$100) per every

seven (7) day period that the pet remains within a Strata Lot or Common Property.

(c) Owners are responsible to advise their visitors of these Bylaws, and are responsible for cleaning up after or the repair of any damage caused by pets brought onto the Common Property by the Owners' visitors.

Restrictions of Fencing

10. Fencing of the Limited Common Property shall be limited to the back-yard area of any Strata Lot, and then only with approval under By-law 11(a)

Obtain Approval before Altering a Strata Lot

11. (a) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:

- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (iv) doors, windows or skylights on the exterior of a building, or that front on the Common Property;
- (v) fences, railings or similar structures that enclose a patio, balcony or yard;
- (vi) Common Property located within the boundaries of a Strata Lot;
- (vii) those parts of the Strata Lot which the Strata Corporation must insure under Section 149 of the Act;

(b) The Strata Corporation must not unreasonably withhold its approval under subsection (a), 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.

Prohibitions

12. (a) Except for licensed passenger cars, pickup trucks not larger than one ton, and vans not larger than one ton, no Owner shall park or store, or allow to be parked or stored, whether temporarily or permanently, for any purpose, any recreational vehicle, trailer, cube van, camper or a restricted van or pickup truck, motor home, truck (with or without commercial signage) or boat on any Common Property or Limited Common Property, except as permitted in 12.(c) .

(b) An owner must not do any of the following: make undue noise in or about any Strata Lot, Common Property or Limited Common Property, keep or bring onto a Strata Lot, Common Property or Limited Common Property, anything which will increase the risk of fire or raise the risk of fire insurance or any other policy of insurance held by the Strata Corporation or which will invalidate any policy of insurance held by the Strata Corporation.

(c) Owners are permitted to park trailers, motor homes and boats in their driveway, not to extend on to the roadway, for forty-eight (48) hours maximum, for the sole purpose of loading and unloading. No exterior cleaning of trailers or motor homes and no exterior or interior cleaning of boats permitted.

Voting

13. (a) Pursuant to Section 53(2) of the *Strata Property Act*, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under Section 116 (4).

Fines

14. (a) The Strata Council may levy fines against Owners for breach of these Bylaws or the Rules of the Strata Corporation, and the fines shall be added to or become part of the assessment of that Owner and be due and payable on the date for payment of the Owner's next monthly assessment fee.

(b) Except in the case of an emergency, an Owner shall be sent written warning for the Owner's first breach of a bylaw or rule and thereafter the Strata Council may levy as against an Owner:

- (i) a fine of \$200.00 for each contravention of a bylaw; and
- (ii) a fine of \$50.00 for each contravention of a rule;
- (iii) a fine of \$500 for each contravention of the rental bylaw.

(c) The fines set forth above may be imposed every 7 days for a continuing contravention of a bylaw or rule.

Permit Entry to Strata Lot

15. (a) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:

(i) in an emergency, without notice, to ensure safety to prevent significant loss or damage; and

(ii) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain Common Property, common assets and any portions of a Strata Lot that the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under Section 149 of the Act.

(b) The notice referred to in subsection (a)(ii) must include the date and approximate time of entry, and the reason for entry.

Limitation on Liability of Council Member

16. (a) 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.

(b) Subsection (a) does not affect a council member's liability, as an Owner, for a judgment against the Strata Corporation.

Voluntary Dispute Resolution

17. (a) 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:

(i) all the parties to the dispute consent; and

(ii) the dispute involves the Act, the regulations, the bylaws or the rules.

(b) A dispute resolution committee consists of:

(i) 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

(ii) any number of the persons consented to, or chosen by a method that is consented to, by all the disputing parties.

Display Lot

18. (a) An Owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.

(b) An Owner developer may use a Strata Lot, which the Owner developer owns or rents, as a display lot for the sale of other Strata Lots in the Strata Plan.

Severability Clause

19. The provisions hereof shall be deemed independent and severable. 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.