

1. Contact

Document Fees: \$30.53

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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

**VIS365**

**THE OWNERS, STRATA PLAN VIS365**

**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.

**Glenda Lianne  
Macdonald K9AYJL**

**Digitally signed by  
Glenda Lianne Macdonald  
K9AYJL**

**Date: 2022-12-21  
10:40:40 -08:00**

Supplied to StrataDocs 2022/12/28  
Ordered by Maria Furtado 2023/03/23

Ordered By: Maria Furtado of One Percent Realty on 2023/03/23  
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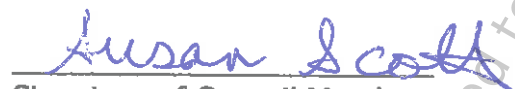
**Strata Property Act**  
**FORM I**  
**AMENDMENT TO BYLAWS**  
**(Section 128)**

The Owners, Strata Plan (VIS 365) (WESTFIELD) certify that the following amendment to the bylaws of the Strata Corporation are approved by a  $\frac{3}{4}$  vote resolution passed in accordance with section 128 of the Strata Property Act, at the Annual General Meeting held on Thursday, December 15<sup>th</sup>, 2022.

BE IT RESOLVED that the Strata Corporation have approved to rescind the entire bylaw package and replaced with the revised bylaw package as attached registered bylaws of Westfield VIS 365;



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



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

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## STRATA PLAN VIS 365 – THE WESTFIELD – BYLAWS

### Division 1— Duties of Owners, Tenants, Occupants and Visitors

#### 1. Payment of Strata Fees

- 1.1 An Owner must pay Strata fees on or before the first day of the month to which the fees relate.
- 1.2 Where an Owner is in arrears by more than thirty (30) days in the payment of his/her share of Strata Corporation common expenses or fines, the Strata Council will charge interest on such arrears at an annual rate to be set by the Strata Council from time to time and approximating then current commercial consumer interest rates.
- 1.3 Any expenses incurred by the Strata Corporation as a result of a returned cheque or bank charges will be reimbursed by the Owner causing the expense.
- 1.4 An Owner who is in arrears under this section will not vote at an annual, general or regular Strata Council meeting.

#### 2. Repair and Maintenance of Property by Owner

- 2.1 An Owner must repair and maintain the Owner's Strata lot, except for repairs and maintenance that is the responsibility of the Strata Corporation under these bylaws
- 2.2 An Owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws

#### 3. Use of Property

- 3.1 An Owner, Tenant, occupant or visitor must not use a Strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person
  - (b) causes unreasonable noise
  - (c) causes excess damage or necessitates additional cleaning, above and beyond normal wear and tear
  - (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata lot
  - (e) is illegal
  - (f) is contrary to a purpose for which the Strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan
- 3.2 An Owner, Tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata lot that the Strata must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 An Owner, Tenant, occupant or visitor must not leave on the common property or on any limited common property or on any Strata lot any shopping cart, freezer or other article designated by the Strata Council
- 3.4 An Owner, Tenant, occupant or visitor must not create or permit to exist a condition within a Strata lot which will result in the waste or excess consumption of the building's domestic water supply or heated water

- 3.5 An Owner, Tenant, occupant or visitor must not allow a Strata lot to become unsanitary or a source of odour.

#### 4. Pets

- 4.1 An Owner, Tenant, or visitor must not keep any pets on a Strata lot other than the following domestic pets:

- (a) a maximum of two cats
- (b) a maximum of two caged birds
- (c) A reasonable number of fish in an aquarium whose capacity does not exceed eighty (80) liters

- 4.2 An Owner, Tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset

- 4.3 The Owners of pets will at all times be fully responsible for the behavior of their animals and birds within the building and its grounds. No pet will be a nuisance to other Strata lot Owners, Tenants or occupants

- 4.4 If the Strata Council on reasonable grounds, considers a pet to be a nuisance or a threat to other Owners, Tenants or occupants or to their pets, Strata Council may, by written notice to such Owner, Tenant or occupant, cause such Owner, Tenant or occupant to have the pet removed from the Strata lot within thirty (30) days of receiving such notice.

- 4.5 No Owner, Tenant, occupant or visitor will feed wild animals including squirrels or wild birds or any other animals not owned by a Strata resident from a Strata lot on or in close proximity to the common property or any limited common property

#### 5. Noise

- 5.1 An Owner, Tenant, occupant or visitor must not make or permit to be made, any noise likely to be a nuisance or to interfere with the right to quiet enjoyment of other residents at any time and particularly between the hours of 11:00 pm and 7:00am in all areas of the building, both common and private.

- 5.2 Approved Contractors or Sub-trades are permitted to work in both common and private areas of the building, between the hours of 8:00 am and 6:00 pm only, except in cases deemed as an emergency, where work is required to prevent significant loss or damage.

#### 6. Patios, Balconies and Window Coverings

- 6.1 An Owner, Tenant, occupant or visitor must NOT, without the prior written approval of the Strata Corporation:

- (a) Use any barbecues other than electric or propane grills
- (b) Shake mops, mats, dusters or tablecloths or throw any objects out of windows, doors or from balconies or decks of the Strata lot
- (c) Erect any non-traditional coverings on the windows of the Strata lot unless expressly approved by Strata Council
- (d) Hang or display clothing, bedding, laundry or other articles from balconies, windows or other parts of the building where they are visible from the outside of the building

- (e) Install or use shades, awnings, window guards, ventilators, supplementary heating or air conditioning devices in or about any Strata lot without the prior written consent of the Strata Council
- (f) Install or use privacy glass film in windows and balcony glass without the written consent of the Strata Council. Approval will be subject to professional installation of privacy film and making sure the film installation will not cause damage to the window or glass.
- (g) Erect or fasten to a Strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar appurtenance or structure thereto without the prior, written consent of the Strata Council
- (h) Place or display any signs, notices, placards, billboards or other advertising on any part of a Strata lot so as to be visible from the outside of a Strata lot or on any of the common property except signs advertising suites for sale in places approved by Strata and signs allowed under the Elections Act.
- (i) Place any items on any patio or balcony, except for freestanding, well-maintained and self-contained planter boxes, patio furniture and accessories. Hanging boxes or planters must be hung towards the interior of the balcony to avoid safety hazards. Outdoor lighting that is not permanently affixed to the building exterior or common areas of the building may be displayed.
- (j) Allow water from plant watering, washing balcony floors or any other source to overflow from that balcony to another
- (k) Erect, fasten, affix, nail, glue, or otherwise attach anything to the building exterior.
- (l) Alter in any way the building exterior
- (m) The building exterior includes, but is not limited to:
  - i) Balconies and patios;
  - ii) Balcony and patio roofs;
  - iii) Metal soffits;
  - iv) Flashings;
  - v) Cement board siding and trim;
  - vi) Metal railings;
  - vii) Glass panels;
  - viii) Balcony enclosures;
  - ix) Vinyl deck surfaces and stone patio surfaces;
  - x) Retaining walls;
  - xi) Windows and sliding doors

## 7. Fire

An Owner, occupant, Tenant or visitor must not:

- 7.1 Do or permit anything to be done in a Strata lot or on common property which is likely to cause or increase the risk of fire, flooding or other occurrence thereby endangering the life or health of any resident, occupant, Tenant or visitor or that would cause an increase in the insurance rates of the property or any part thereof
- 7.2 Keep or store in or near any Strata lot, storage area, garden or other part of the build any oily rags, flammable, explosive, toxic or offensive material
- 7.3 Have, use or possess any Christmas tree other than an artificial, fire-resistant one within any Strata lot or common property

## 8. Building Security

- 8.1 Access to the building is to be granted only to persons positively identified as:
  - (a) proceeding directly to an individual suite;
  - (b) doing authorized repair or maintenance work within the building
- 8.2 Residents may not leave any doors accessing the building from outside propped open and unattended.
- 8.3 No lock boxes for contractors, support workers or other persons shall be placed on any Strata lot without written permission of the council. The placement of a lock box is to be approved by the Strata Council.

## 9. Waste Removal

- 9.1 All waste removal must be sorted and placed in the correct bin or other container provided in the parkade level.
- 9.2 All garbage must be properly wrapped, tied or fastened, and deposited in garbage chutes or basement container bin on the parking level.
- 9.3 All compostable materials must be properly wrapped in certified compostable bags, tied and deposited in the compost bin designated by the Strata Council.
- 9.4 All cardboard, mixed paper, newspapers must be deposited in the designated recycling container bin. All cardboard boxes are to be flattened.
- 9.5 All cans, bottles, jars, and recyclable plastic containers must be deposited in the designated recycling containers. All packaging, bottles and recycled items must be cleaned of excess food matter to prevent pest infestation and odour. The spare blue bin recycling containers may only be used as overflow when unsealed by the Strata Council.
- 9.6 All medications must not be disposed of in any of the garbage or recycling containers. They must be taken to a pharmacist for safe disposal.

## 10. Bicycles

- 10.1 Bicycles will only be allowed within the confines of the building as designated in the Strata building Ratified Rules. The Strata Corporation is not responsible for lost, stolen or damaged property.

## 11. Storage Lockers

- 11.1 An Owner, Tenant or occupant shall not:
  - (a) Store anything outside the confines of the designated storage locker
  - (b) Rent or lease the assigned locker to anyone who is not a resident of the building.

## 12. Parking

- 12.1 The allocation of parking stalls in the secured parking area is one stall per unit, numbered according to unit entitlement. Additional parking spaces are allocated by the Strata Council on a monthly rental basis.



- 12.2 Only vehicles with a valid license plate may be driven or parked on the common property. If it is a stored vehicle, an uninsured vehicle policy containing storage insurance and liability coverage is required and must be displayed on the dashboard of the vehicle.
- 12.3 An Owner, Tenant or occupant with an allocated stall shall not:
- (a) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of an emergency
  - (b) allow oil or other fluids to stain the concrete in the parking stall. If this occurs by accident, it must be cleaned up immediately and the vehicle causing these stains repaired. If the leaking persists, the vehicle Owner must use a spill tray or mat to put under their vehicle to prevent further contamination.
  - (c) No flammable material is to be stored in a parking stall.
  - (d) rent or lease the assigned parking lot or otherwise allow that lot to be used by anyone who is not a resident of the Strata lot without the written consent of the Strata Council
  - (e) use any part of the common property other than established storage lockers for storage, without the written consent of the Strata Council
- 12.4 Any visitors parking in the designated "Visitor" parking in the parkade must display a clearly visible notice on the dashboard indicating which unit they are visiting and for how long. Visitor parking is for temporary use only.

### 13. Gardens

- 13.1 An Owner, Tenant, occupant or visitor shall not do or permit to be done, anything that may cause damage to trees, bushes or flowers, which are planted in the common property area.
- 13.2 An Owner, Tenant, occupant or visitor shall not remove, move, trim or alter any tree, bush or plant that is growing on common property without prior written consent of the Strata Council, with the exception of utilizing herbs and plants specifically intended for consumption by the residents and the exceptions granted in the Ratified Rules to the gardening committee.

### 14. Inform Strata Corporation

- 14.1 Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata lot number and mailing address outside the Strata Plan, if applicable
- 14.2 The Owner must inform the Strata Corporation and/or the Management Company of their Tenant's/roommate's name, or any change of Tenant/roommate.
- 14.3 Before an Owner rents a residential Strata lot, the Owner must give the Tenant the current bylaws and rules, and a Notice of Tenant's Responsibilities in the prescribed form (FORM K). The Owner must provide completed copies of Form K, signed by the Tenant, to the Strata Corporation within 2 weeks of renting all or part of a residential Strata lot.
- 14.4 In instances when an Owner has been renting their entire Strata lot to a Tenant(s) and now becomes the resident themselves, the Strata Corporation must be advised at least two weeks prior to them taking up residence.

- 14.5 The Management Company retained by the Strata Corporation is required to keep the Strata Corporation apprised of the status of all documentation and payments received from Owners and/or their designated parties in within two weeks of any change.
- 14.6 The Management Company maintains up-to-date resident records in accordance with Fire Regulations and ensures the Strata Council is regularly updated with this information.
- 14.7 An Owner, Tenant or occupant must notify the council in writing of forwarding addresses or points of contact prior to leaving on extended vacations, as noted in the ratified Rules.
- 14.8 All information submitted must be true and accurate

## 15. Altering a Strata Lot

### 15.1 Limited Common Property

- 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 the building;
  - ii) The exterior of the building;
  - iii) Chimneys, stairs, balconies or other things attached to the exterior of the building;
  - iv) Door, windows, skylights on the exterior of the building or that front on 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 BC Strata Property Act
  - viii) Enclosed Balconies & Patios: the Owner must apply to council in writing for approval to enclose a balcony or patio. Once written permission is received to enclose a balcony or patio, the Owner must proceed with the following:
    - (a) The contractor, prior to commencement of work, must obtain the appropriate building permits;
    - (b) The subject improvement is not an extension of the living room and is considered a weather-related device;
    - (c) All maintenance related to the said improvement is the responsibility of the Strata Owner of record, including the cleaning of exterior glass;
    - (d) It is the sole cost and responsibility of the Strata lot Owner to pay for the removal and subsequent reinstallation of any balcony, sunroom, or similar structure when informed by the Strata Corporation either through its Strata Council or authorized agent in writing that common areas in the vicinity of structure need maintenance requiring the structure to be removed;
    - (e) Such maintenance will be conducted as specified by the maintenance manual as provided by a professional consultant that may be engaged by the Strata Corporation;
    - (f) The removal and reinstallation of said structure(s) must be performed by a qualified contractor in accordance with the guidelines provided by the professional consultant;
    - (g) All applicants are hereby advised that water leaks may occur due to a number of factors. Any leakage that occurs within the confines of the enclosure is the responsibility of the Owner of record. The Strata Corporation assumes no responsibility for any leaks that may occur within the enclosure. It is the responsibility of the Owner to ascertain the source of a leak. If the source of the

leak can be proven to originate from common property the cost of repair will be the responsibility of the Strata Corporation;

- (h) Glass insurance coverage plus liability insurance in the amount of \$1,000,000.00 will be obtained by the Owner;
  - (i) The enclosure must conform exactly in style and colour as approved for the installation of existing enclosures
  - (j) The area enclosed must be maintained in an orderly and neat manner. The placement of plants, herbs, flowers, bushes, books, boxes, appliances, maps, bicycles, or any other item that in the opinion of the Strata Council detracts from the exterior appearance of the building is not permitted
  - (k) Unless otherwise notified in writing, if there is more than one contractor employed during the installation of any balcony, sunroom, or similar structure the Owner of the Strata lot will be deemed the "Prime Contractor"
- (b) An Owner, Tenant or occupant must not do any act, nor alter any Strata Lot, in any manner, which in the opinion of council will alter the exterior appearance of the building.

## 15.2 Owner's Strata Property

### (a) Flooring

- (i) All floors of all Strata lots must be covered with carpeting, wood flooring, tile, marble, sheet vinyl or laminate.
- (ii) Wall to wall carpet and underlay floor is limited to living and dining areas, hallways, bedrooms and closets.
- (iii) Adequate sound deadening insulation must be installed under any flooring
- (iv) Minimum specifications for underlay and any other floor insulation and top flooring will be provided by the Strata Council upon request.
- (v) Approval must be requested and granted in writing prior to beginning any such installation.
- (vi) Strata Council reserves the right to ensure that materials and installations are being used and carried out as per plans submitted.
- (vii) If there is a discrepancy between the flooring plans that have received written approval from the Strata Corporation, and the final flooring installed, the Strata Corporation reserves the right to demand upgrade of the flooring to meet the standards of the original approval, or the installation of another superior product, within three months or another appropriate timeframe as determined by the Strata Corporation.

## 16. Obtain Approvals for Alterations

16.1 An Owner must request permission in writing, prior to any work commencing, to the Strata Corporation for any alterations or upgrades, detailing:

- (a) Materials or equipment to be installed
- (b) Building permits to be secured from the City of Victoria, if the alteration demands this, for any alteration to a Strata lot, including the balcony or patio. It will be the sole and responsibility of the Strata lot Owner to obtain the required permit.
- (c) Civil engineer drawings, if any walls are to be moved or removed.

- 16.2 All plumbing and electrical alterations must be completed by licensed, certified contractors, plumbers and electricians. All work must be completed to the requirements of the BC Building Code.
- 16.3 If water for the building is required to be turned off, the Owner must make a request to the Strata Corporation who will ensure this can be scheduled and turned off and on in accordance with the building requirements. Any additional costs incurred for this must be borne by the Owner.
- 16.4 The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 16.5 The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration, any ongoing operating costs resulting from the alteration including but not limited to, the cost of extra insurance required to indemnify the Strata Corporation from any loss or damage resulting from the alteration.
- 16.6 The Strata Corporation reserves the right to inspect any aspect of the alteration to ensure that materials and installations are being used and carried out as per the plans submitted
  - (a) If there is a discrepancy between the alteration plans that have received written approval from the Strata Corporation, and the final alteration, the Strata Corporation reserves the right to reverse or demand reversal of the alteration at the Owner's expense within three months or another appropriate timeframe as determined by the Strata Corporation.

## 17. Permit Entry to Strata Lot

- 17.1 An Owner, Tenant occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent loss or damage and
  - (b) at a reasonable time, on 48 hours notice, to inspect, repair or maintain common property, common assets and any portions of a Strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 148 of the BC Strata Property Act, or
  - (c) to ensure compliance with the BC Strata Property Act and the bylaws
- 17.2 The notice referred to in subsection 17.1 must include the date and the approximate time of entry and the reason for entry

## 18. Move In/Move Out

- 18.1 The Strata Corporation is to be advised at least two weeks prior to all move ins and move outs. All moves will be made between the hours of 8:00 am and 8:00 pm. The Strata Corporation will coordinate the moving in and moving out. If the elevator is required for moving, the padded curtains and the elevator key are to be used at all times during a move.
- 18.2 Owners, Tenants and occupants moving in or out are responsible for any damage or breakages to the common property sustained by themselves or their agents in the conduct of moving such furniture and equipment.
- 18.3 No moving vehicle is to be driven up onto the main entry walkway

18.4 All moves of part, or entire contents of the a unit, must adhere to security requirements as in 8.1 and 8.2

## 19. Rentals & Leases

19.1 Short term rental under 6 months in duration are strictly prohibited without the prior written consent of the Strata Council.

19.2 As per City of Victoria regulations The Westfield is not zoned for transient accommodations

19.3 Where an Owner leases a Strata lot in contravention of subsection 19.1 or 19.2 a), the Owner is subject to a fine of \$500.00 and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening Owner and recoverable from the Owner on a solicitor and Owner client basis by the Strata Corporation

## 20. In-Suite Washer/Dryers (New and Existing Installations)

20.1 Only high-efficiency, compact, ventless washer/dryers may be installed within a Strata Lot.

20.2 Only Licensed Plumbers and Electricians may complete installations.

20.3 All installations, or re-installations must adhere to the BC Building Code and to the plumbing stack capacity of the building which dictates machine location within the unit. 'Grandfathered' units are listed in the Rules

20.4 Adequate ventilation for the laundry area is required.

20.5 Owners requesting all installations of a washer/dryer to the Strata lot must obtain permission from the Strata Corporation for proposed work. In making their request to the Strata Corporation for the installation to be approved, the Owner must submit plans for plumbing/replumbing to accommodate the stack capacity of the building.

20.6 Owners must indemnify the Strata Corporation, in writing, from any loss or damage to common property resulting from the use of an in-suite washer/dryer

## 21. Smoking

21.1 Due to the increased risk of fire, increased maintenance costs and the known health effects of exposure to secondhand smoke, Owners, Tenants and other occupants, visitors, contractors and other agents hired by a homeowner, may not permit smoking anywhere on the property, including but not limited to:

- (a) the interior common property, including but not limited to hallways, elevators, laundry room, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
- (b) on patios and open and closed balconies;
- (c) within 3 meters (10 feet) of a door, window or air intake.

21.2 "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the

combustion, electrical ignition or vaporization is human inhalation of the by-products. The term "Smoking" refers to any and all types of substances.

- 21.3 All persons, including but not limited to Owners, Tenants, occupants and visitors must comply with this bylaw. Owners and Tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.
- 21.4 Any Owner who rents or leases part or all of their property, or sells their property, shall specifically disclose to the renter, Tenant, other occupant, Realtor that smoking is prohibited everywhere, as detailed in these bylaws.

## 22 Cannabis Prohibition

- (a) "Smoking cannabis" or "smoke cannabis" means releasing into the air, cases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products
- (b) Owners, occupants, Tenants and visitors may not:
- ii) Grow cannabis in a Strata lot or on the common property;
  - iii) Sell cannabis from a Strata lot or the common property
  - iv) Smoke cannabis in a Strata lot or on the common property
- (c) The prohibitions and restrictions in subsection (b) above applies to both recreational cannabis-use and those Owners, Tenants, or occupants who have a valid authorization to possess marijuana issued pursuant to the Marijuana Medical Access Regulations, under the Canada Controlled Drugs and Substances Act.
- (d) Despite subsection (c) above, any smoking restriction bylaws currently in place, an Owner, Tenant of occupant may apply for the Council for a human rights bases exemption to this bylaw to permit them to smoke medical cannabis within their Strata lot but not on their patios or balconies.
- (e) The Council may only grant a human rights bases exemption permitting the smoking of cannabis or cannabis bases products in a Strata lot to a person if the Council is satisfied based on satisfactory written or documentary medical evidence provide by the applicant that the applicant cannot reasonably obtain, ingest, or consume medical cannabis in any format other than smoking.
- (f) All Owners, occupants, and Tenants permitted to smoke cannabis in their Strata lots pursuant to these bylaws must 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, to prevent second hand cannabis smoke from infiltrating the interior common property, or other Strata lots.
- (g) If the Council receives complaints and determines that a permitted cannabis smoker is causing a nuisance or a hazard to the health of other Owners, occupants or Tenants, then the Council may revoke the smoker's right to smoke cannabis in their Strata lots, on 60 days written notice.

## Division 2 — Powers and Duties of Strata Corporation

### 22. Repair and Maintenance of property by Strata Corporation

- 22.1 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 the building
    - (b) the exterior of the building
    - (c) chimneys, stairs, balconies and other things attached to the exterior of the building or that front on common property
- (d) doors and windows on the exterior of the building or that front on 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 the building
  - ii) the exterior of the building
  - iii) chimneys, stairs, balconies and other things attached to the exterior of the building doors, and windows on the exterior of the building or that front on common property
  - iv) fences, railings and similar structures that enclose patios, balconies and yards.

22.2 All repairs, maintenance and contracts, and any approvals for expenditures must be approved by the Strata Corporation, prior to work commencing. Any binding contracts with contractors must be reviewed and signed by the Management Company on behalf of the Strata Corporation, at the direction of the Strata Corporation.

22.3 An Owner must reimburse the Strata Corporation for any and all costs incurred by the Strata Corporation in the resolution of any issue which originates from within the Strata lot, or any claim made on the Strata Corporation's insurance policy incurred from an incident which originates from within the Strata lot, the boundaries of which are defined in the Strata Property Act.

22.4 An Owner is responsible for any damage to the common property, limited common property, common assets, their Strata lot, or another Strata lot, that they, their guest, invitees or Tenant may cause.

## Division 3 — Council

### 23. Council Size

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

### 24. Council Members' Terms

24.1 The term of a council member ends at the end of the annual general meeting at which the new council is elected.

24.2 A person whose term as council member is ending is eligible for re-election.

### 25. Removing Council Member

- 25.1 Unless all the Owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members
- 25.2 After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting for the remainder of the term

## 26. Replacing Council Member

- 26.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term
- 26.2 A replacement council member may be appointed from any person eligible to sit on the council
- 26.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 26.4 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 BC Strata Property Act, the regulations and the bylaws respecting the calling and holding of meeting

## 27. Officers

- 27.1 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.
- 27.2 A person may hold more than one office at a time, other than the offices of president and vice-president.
- 27.3 The vice-president has the powers and duties of the president while the president is absent or is unwilling or unable to act, or for the remainder of the president's term if the president ceases to hold office.
- 27.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## 28. Calling Council Meetings

- 28.1 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
- 28.2 The notice does not have to be in writing.
- 28.3 A council meeting may be held on less than one week's notice if all council members consent in advance of the meeting, or the meeting is required to deal with an emergency situation and all council members either:
  - (a) consent in advance of the meeting, or



(b) are unavailable to provide consent after reasonable attempts to contact them.

28.4 The council must inform Owners about a council meeting as soon as feasible after the meeting has been called.

## 29. Requisition of Council Hearing

29.1 By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting

29.2 If a hearing is requested under subsection 29.1, the council must hold a meeting to hear the applicant within one month

29.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

## 30. Quorum of Council

30.1 A quorum of the council is

- (a) one, if the council consists of one member
- (b) two, if the council consists of 2, 3, or 4 members
- (c) three, if the council consists of 5 or 6 members, and
- (d) four, if the council consists of 7 members

30.2 Council members must be present in person or by electronic means at the council meeting to be counted in establishing a quorum.

## 31. Council Meetings

31.1 Provisions are to be made for any Strata lot Owners to be able to attend a meeting by electronic means. They must contact the Management Company retained by the Strata Corporation for an electronic invitation at least two days prior to Council meeting.

31.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

31.3 Owners may attend council meetings as observers

31.4 Despite subsection 31.3, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the BC Property Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the BC Strata Property Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with the individual's privacy

## 32. Voting at Council Meetings

32.1 At council meetings, decisions must be made by a majority of council members present in person and/or virtually at the meeting.

32.2 Unless there are only 2 Strata lots in the Strata Plan, if there is a tie vote, at a council meeting, the president may break the tie by casting a second, deciding vote

32.3 The results of all votes at a council meeting must be recorded in the council minutes [amendment SPAA s.52 (9)].

### 33. Council to Inform Owners of the Minutes

33.1 The council must inform Owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### 34. Delegation of Council's Powers and Duties

34.1 Subject to subsections 34.2 to 34.4, 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.

34.2 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 34.3

34.3 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

34.4 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

### 35. Spending Contract Restrictions

35.1 No person may spend the Strata Corporation's money unless the person has been delegated the power to do so by the Strata Council in accordance with these bylaws.

35.2 Despite subsection 35.1, 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.

### 36. Limitation on Liability of a Council Member

36.1 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 of any duty of the council.

36.2 Subsection 36.1 does not affect a council member's liability, as an Owner, for a judgment against the Strata Corporation

## Division 4 — Enforcement of Bylaws and Rules

### 37. Maximum Fines

- 37.1 The Strata Corporation may fine an Owner or Tenant a maximum of:
- a) \$200.00 for each contravention of a bylaw, and
  - b) \$50.00 for each contravention of a rule.

### 38. Continuing Contravention

- 38.1 If an 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

### 39. Person to Chair Meeting, Quorum for Annual and Special General Meeting

- 39.1 An Annual General meeting or Special Meeting may be held by electronic means. Arrangements are to be made for any Strata Lot Owner to be able to attend by electronic means if they wish.
- 39.2 Annual and special general meetings must be chaired by the president of the council.
- 39.3 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice-president of the council.
- 39.4 If neither the president nor the vice-president of the council chairs the meeting, a chair must be elected by the eligible voters present or by proxy from among those persons who are present at the meeting.
- 39.5 Quorum is 1/3 of the eligible voters of Strata Plan VIS 365 at the annual or special general meeting
- 39.6 Notwithstanding section 48(3) of the BC Strata Property Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present the meeting must stand adjourned for a further 15 minutes from the time appointed and, if within one half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy constitutes a quorum.

### 40. Participation by Other than Eligible Voters

- 40.1 Tenants may attend annual and general meetings, whether they are eligible to vote or not.
- 40.2 Persons who are not eligible to vote, including Tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 40.3 Persons who are not eligible to vote, including Tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## 41. Voting

- 41.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 41.2 At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 41.3 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.
- 41.4 The outcome of each vote, including the number of votes for and against the resolution of a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 41.5 If there is a tie vote at an annual or special general meeting, the president, or if the president is absent or unwilling or unable to vote, the vice president, may break the tie by casting a second, deciding vote.
- 41.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## 42. Order of Business

- 42.1 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 the 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 BC Strata Property Act
  - (j) report on insurance coverage in accordance with section 154 of the BC Strata Property Act, if the meeting is an annual general meeting
  - (k) approve the budget for the coming year in accordance with section 103 of the BC Strata Property Act, if the meeting is an annual general meeting
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the BC Strata Property Act
  - (m) elect a council, if the meeting is an annual general meeting
  - (n) terminate the meeting.

## Division 6 — Voluntary Dispute Resolution

### 43. Voluntary Dispute Resolution

- 43.1 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 BC Strata Property Act, the regulations, the bylaws or the rules.
- 43.2 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
  - b) Tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - c) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
- 43.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute

## Division 7 — Marketing Activities by Owner

### 44. When Selling a Strata Lot

- 44.1 An Owner of a Strata lot, when selling or renting his or her Strata lot, will not permit "For Sale" signs to be placed on or about the common property except where approved by the Strata Corporation or its designated agent. All approved signs may be in place for a maximum of 45 days and must be removed within 5 days of a completed sale.
- 44.2 An Owner or his or her representative may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar or unlocked common property doors.
- 44.3 No lock boxes shall be placed on any Strata lot without written permission of the council. The placement of a lock box is to be approved by the council.

## Division 8 — Rental Restrictions

### 45. Rental Restrictions

- 45.1 The Strata Corporation shall not unreasonably restrict the right of an Owner to rent his/her Strata lot, provided the Owner does so in compliance with section 14 and 19 of these bylaws.

## Division 9 — Insurance

### 46. Insurance

- 46.1 The Strata Corporation must maintain errors and omissions "Officers & Directors" liability in an amount of not less than \$2,000,000.00.
- 46.2 Owners acknowledge that they are solely responsible for and must carry third party liability insurance for their Strata lot.

## Division 10 Severability

### 47. Severability

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

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