

For the purpose of the Corporation bylaws, the following DEFINITIONS must be understood to apply:

Strata Corporation: Legal entity under the Strata Property Act registered in Land Titles and includes all owners.

Guest/Visitor: Person(s) domiciled within the development for a period of 60 days or less

Major Repairs: Other than regular maintenance

Rental: The occupation of a unit by a person(s) during the absence of the owner for a period of 30 days or more.

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 strata fees relate. Failure to do so may result in a fine of \$25.00 per week being added for the period in which the arrears remain outstanding.

1-2. The levy for the contingency reserve fund determined in accordance with unit entitlement must be paid in full by June 1, of each year.

1-3 Other Fees

An owner shall reimburse the Strata Corporation for maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if that owner; or any member of the owner's family; or the owner's guests, employees, contractors, agents, tenants, volunteers or their pets are responsible for the loss or damage; 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. Repair and maintenance of property by owner

An owner must repair and maintain the owner's strata lot, limited common property and areas of common property of which they have exclusive use - including balcony flooring, awnings, chimneys, vents, fire alarm systems, patios, courtyards and changes made by the owner to the original structure or exterior appearance. The strata corporation reserves the right to regularly inspect and require defects to be remedied in chimneys and fire alarm systems in accordance with manufacturer's specifications and municipal fire prevention regulations.

3. Use of property

3-1. No person under the age of 45 years shall occupy or reside in a Strata Lot as his or her principal place of residence provided, however, that this restriction shall not prevent a person under the age of 45 from occupying or residing in a Strata Lot on a periodic basis provided such period or any combination of periods is not longer than 60 days in any calendar year. Provided, however, that exceptions may be made to facilitate the medical needs of an owner or in the case of an immediate family hardship. Such exceptions must first be approved by the strata council in writing.

3-2. No person shall lease or rent their strata lot.

3-3. An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:

- (i) causes a nuisance or hazard to another person;
- (ii) causes a noise which in the opinion of the strata council is unreasonable;
- (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property; common assets or another strata lot,
- (iv) is illegal;
- (v) 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.

3-4. An owner, tenant, occupant or visitor must not:

(i) 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;

(ii) permit clotheslines, aerial wires, satellite dishes or T. V. antennae to be installed on or about a Strata Lot without written consent of the Strata Corporation;

(iii) erect or display signs or any advertising matter within the boundaries of the strata development except when offering a strata lot for sale, provided that such signs for such purposes shall be only those approved by the Strata Corporation;

(iv) permit a strata lot or any improvement thereto, including the home, any ancillary structure, lawn or garden, or any object stored thereon, to be or to become unsightly or unsanitary or unattractive in the opinion of and according to the standards of the Strata Corporation. If ten days after notice has been given to do so an owner has failed to restore his property to an acceptable standard, the Corporation shall be at liberty to remove any rubbish or clean up an owner's premises and charge these expenses to the owner in addition to his common assessment;

(v) keep or permit to be kept on any strata lot or common property (with the exception of the overflow/RV parking area):

- (i) more than two vehicles
- (ii) any recreational vehicle, camperized vehicle, motor home, van, camper, truck mounted camper, or truck that exceeds any of the following:
 - Height 9'
 - Length: 18' 6"
 - Width: 6' 9"
- (iii) Boats, trailers

Provided, however, that vehicles may be parked in driveways for a period not to exceed 48 hours to facilitate loading and unloading.

NOTE: (i) Residents entertaining visitors with recreational vehicles may allow them to park their vehicles in their driveways or in the Visitor Parking for a period not to exceed 48 hours.

NOTE: (ii) Recreational vehicle and boat trailer parking is provided at a cost to be determined from time to time by the Strata Corporation on a first come first served basis.

(vi) permit major repairs to motor vehicles or other mechanical equipment to be carried out within the development.

3-5 keep animals, livestock, fowl or pets other than two small dogs (having a ground to shoulder height not greater than fourteen inches) or two cats or any caged birds (except pigeons) and any other pet approved by the Strata Corporation provided always however, when upon the common property all dogs are to be kept on a leash and under the supervision of a responsible person. The owner of a pet shall be responsible to remove his pet's excrement from any strata lot or common area. If the Strata Corporation, on reasonable grounds, considers a permitted pet to be a nuisance, such pet must not be kept within the home following fifteen (15) days notice in writing to that effect given to the owner of the home where it is kept;

3-6 Short term rental bylaw

A strata lot must not be used for short term accommodation purposes, including but not limited to AirBnB, a bed-and-breakfast, lodging house, hotel, time-share or vacation rental. Without limiting the generality of the foregoing, an owner, tenant, occupant or visitor must not enter into a license for the use of all or part of a strata lot.

3-7 Smoking bylaw

(a) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana or any similar organic substance nor use an e-cigarette or other vaporizer:
(i) on the interior of the clubhouse/pool facilities;
(ii) on any common property including lawns, roadways, visitor parking areas, or overflow/RV parking.

(b) An owner, tenant, occupant or visitor who, within a strata lot: (i) smokes tobacco, marijuana or any similar substance; or (ii) uses an e-cigarette or other vaporizer must not permit the smoke, odor or vapors to escape their strata lot such that it can be smelled by another resident.

3-8 Home Based Business

An owner, tenant, occupant or visitor must not conduct any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property.

3-9 Air-conditioners and Heat Pumps

(1) This bylaw applies in addition to the requirements of bylaws 5-1 and 5-2.

(2) Definitions:

- (a) “Air-Conditioner” includes but is not limited to air conditioners, heat recovery systems, heat pumps, HVACS, fans or any other device that heats or cools a strata lot.
 - (b) “Interior Air-Conditioner” means an Air-Conditioner that is wholly located totally inside the building envelope, which vents outside through an existing window or door.
 - (c) “Exterior Air-Conditioner” means an Air-Conditioner that is located wholly or partially on the outside of the building or whose installation or use involves any penetration of the building envelope.
 - (d) “Window Mounted Air-Conditioner” means an Air-Conditioner that is mounted in a window and connected into a standard wall plug and which does not require any special piping or electrical connections.
- (3) Owners, Occupants, and Tenants do not need the Council’s permission to install and use an Interior Air-Conditioner.
- (4) Owners, Occupants, and Tenants who wish to install a Window Mounted Air-Conditioner or Exterior Air-Conditioner that, must apply in writing to the strata corporation and provide the following information with their application:
- (a) the proposed location of the Window Mounted Air-Conditioner or Exterior Air-Conditioner;
 - (b) the proposed location of any penetration through the building envelope;
 - (c) the make and model of the proposed Window Mounted Air-Conditioner or Exterior Air-Conditioner;
 - (d) the sound baffling / vibration suppression techniques, equipment or materials that are proposed to be used, if any;
 - (e) the name of the installer and proof that the installer has Worksafe coverage and liability insurance;
 - (f) an installation plan for the proposed Window Mounted Air-Conditioner or Exterior Air-Conditioner that includes installation details including but not limited to the location of any penetrations of the building envelope, installation of venting, pipes, ducts, drains or electrical work associated with the installation of the Window Mounted Air-Conditioner or Exterior Air-Conditioner, visual and acoustic screening and compliance to Strata Corporation aesthetics;
 - (g) the specified decibel levels of the proposed Window Mounted Air-Conditioner or Exterior Air-Conditioner while in normal operation; and will not exceed the maximum decibel rating specified in Saanich Bylaw No.7059 Sec.7, which are:
 - (i) 50 dB from 7 am to 10 pm and
 - (ii) 45 dB from 10 pm to 7 am
 as measured at ground level at the closest portion of a neighboring strata lot.

- (5) The Strata Council must not unreasonably refuse to allow an owner, occupant, or tenant to install or use an Exterior Air-Conditioner but may attach one or more of the following conditions on the grant of approval:
- (a) owners must:
 - (i) install the Exterior Air-Conditioner in a location that is more than 1.5 meters from another strata lot.
 - (ii) conceal the Exterior Air-Conditioner from view with plants or a lattice structure if it is installed in the rear or on the side of a strata lot;
 - (iii) only mount the Exterior Air-Conditioner at ground level on rubber pads situated on top of a concrete pad and may not directly attach it to the exterior wall of the building;
 - (iv) ensure that all:
 - (1) external wiring, connections, tubing, etc. are covered with a trim material (beige Slim Duct cover) compatible with that of the exterior of the building and painted to blend with the background color; and
 - (2) holes through the wall must be rodent proof – wire mesh and caulking or rodent proof caulking;
 - (v) assume responsibility for any expenses related to the installation, repair, maintenance, removal, or replacement of the Exterior Air-Conditioner (together referred to herein as “the Work”);
 - (vi) pay for any cost to relocate any established vegetation as well as any changes required to the irrigation system;
 - (vii) carry out annual maintenance of the Exterior Air-Conditioner;
 - (viii) ensure that the installation and the annual maintenance is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (ix) produce a copy of a valid building permit to the Council prior to the commencement of the Work, if required by the municipality;
 - (x) employ qualified and licensed contractors or subcontractors to perform the installation;
 - (xi) execute a written alteration and indemnity agreement in accordance with bylaws 5-1 and 5-2 in a form satisfactory to the Strata Corporation;
 - (xii) re-insulate the Common Property above the ceiling if any portion of an Air-Conditioner is installed in a ceiling.
 - (b) Condensation drains must be wrapped and insulated to reduce condensation build up and located as close to ground level as possible or practical;
 - (c) The ground area around the condensation drain should be prepared to ensure that any water runs away from the building and not back into it; and

- (6) The installation of an Window Mounted Air-Conditioner or Exterior Air-Conditioner in accordance with the requirements of this Bylaw will not be considered a significant change in the use or appearance of the Common Property and will not trigger the requirement for a $\frac{3}{4}$ vote of the owners to authorize the same pursuant to section 71 of the *Strata Property Act*.
- (7) In the event that the Window Mounted Air-Conditioner or Exterior Air-Conditioner produces significant vibration, or sustained noise louder than the levels set out in this bylaw the Council may require the owner of the strata lot with the Window Mounted Air-Conditioner or Exterior Air-Conditioner to pay for the cost of the sound testing and take all reasonable steps to reduce noise and vibration transmission including but not limited to:
 - (a) installing noise baffling around the Exterior Air-Conditioner; and/or
 - (b) requiring the owner, occupant or tenant to keep the fan speed at low to medium speeds.
- (8) In the event that the remedies set out in subsection (7) do not reduce the vibration to acceptable levels, or fails to reduce the operating noise to the levels set out in this bylaw the Council may require the owner, occupant or tenant to remove or replace the Window Mounted Air-Conditioner or Exterior Air-Conditioner on 60 days written notice.
- (9) The owner of the strata lot who has entered into an alteration and indemnity agreement for an Window Mounted Air-Conditioner or Exterior Air-Conditioner under this bylaw must inform any purchaser or tenant of their strata lot, of this agreement and cause such purchaser or tenant to execute a copy of this agreement, and provide a copy of the same to the Strata Corporation.
- (10) The Strata Corporation may withhold a Form F upon a sale of a strata lot from any owner who does not provide a copy of the alteration and indemnity agreement for an Window Mounted Air-Conditioner or Exterior Air-Conditioner, executed by the purchaser, to it.
- (11) The owner of the strata lot shall be responsible to inform any purchaser of this strata lot of this agreement.
- (12) Purchasers, or subsequent tenants of strata lots with Window Mounted Air-Conditioner or Exterior Air-Conditioner approved under this bylaw are deemed to have accepted the terms and conditions of this bylaw and the alteration agreement signed by the previous owner or landlord of the strata lot, even if they have not signed on to such agreements.

4. Inform strata corporation

4-1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

5. Obtain approval before altering a strata lot

5-1 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:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) fences, railings or similar structures that enclose a patio, balcony or yard;
- (d) common property located within the boundaries of a strata lot;
- (e) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.

5-2 Obtain approval before altering common property or strata lot

- (a) An owner must obtain the written approval of the Strata Corporation before making an alteration to the structure or the external appearance of a strata lot, common property, limited common property, or common assets.
- (b) 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.
- (c) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (d) Council shall not approve balcony enclosures, canopies, carports, windbreaks, awnings and the like without first obtaining the approval of 65% of the owners at a properly convened General Meeting.
- (e). The council shall not consider an application to alter a strata lot or common property without the applicant completing the appropriate agreement.

6. Permit entry to strata lot

6-1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and;
- (b) to inspect chimneys and fire alarms and require cleaning or replacement when necessary;
- (c) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act:

(i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or;

(ii) to ensure compliance with the Act and the bylaws.

The notice referred to in subsection (1) (c) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

7. Repair and maintenance of property by strata corporation

7-1 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 or is for the exclusive use of an owner or owners;

(c) limited common property, but the duty to repair and maintain it is restricted to:

(i) the structure of a building;

(ii) the exterior of a building; excluding, balcony flooring, awnings, patios, chimneys, vents and changes made by the owner to the original structure or exterior appearance, limited common property and areas of common property to which an owner has exclusive use; but including the periodic decorating (painting) of the whole exterior;

(iii) fences, railings and similar structures that enclose and/or support patios, excluding patio gates, balconies and yards.

Division 3 — Council

8. Council size

8-1 Subject to subsection (2), the council must have at least 3 and not more than 7 members.

9. Council members' terms

9-1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

9-2 A person whose term as council member is ending is eligible for re-election.

10. Removing council member

10-1 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.

10-2 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.

11. Replacing council member

11-1 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.

11-2 A replacement council member may be appointed from any person eligible to sit on the council.

11-3 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.

11-4 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.

12. Officers

12-1 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.

12-2 A person may hold more than one office at a time, other than the offices of president and vice president.

12-3 The vice president has the powers and duties of the president:

- (a) while the president is absent or is unwilling or unable to act, or;
- (b) for the remainder of the president's term if the president ceases to hold office.

12-4 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.

13. Calling council meetings

13-1 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.

- (a) The notice does not have to be in writing.
- (b) A council meeting may be held on less than one week's notice if;
- (c) all council members consent in advance of the meeting, or;

- (d) the meeting is required to deal with an emergency situation, and all council members either;
- (e) consent in advance of the meeting, or;
- (f) are unavailable to provide consent after reasonable attempts to contact them.

14. Observers at council meetings

14-1 Owners may attend the first 30 minutes of a council meeting.

14-2 Despite subsection 14-1, no observers may attend those portions of council meetings that deal with any matters would, in the council's opinion, unreasonably interfere with an individuals privacy.

15. Voting at council meetings

15-1 If a council meeting is held by electronic means, council members are deemed to be present in person.

15-2 Council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

15-3 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

15-4 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

15-5 The result of all votes at a council meeting must be recorded in the council meeting minutes.

16. Council to inform owners of minutes

16 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.

17. Delegation of council's powers and duties

17-1 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.

17-2 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).

17-3 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.

17-4 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, or
- (c) whether a person should be denied access to a recreational facility.

18. Spending restrictions

18-1 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.

18-2 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.

19. Limitation on liability of council member

19-1 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.

19-2 Subsection (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

20. Maximum fine

20-1 The Strata Corporation may fine an owner or tenant a maximum of (S.P.R. 7.1)

- (a) up to \$200 for each contravention of a bylaw, and
- (b) up to \$50 for each contravention of a rule.
- (c) up to \$500 for a breach of the Rental Restriction Bylaw (3-2) or the Short Term Accommodation bylaw (3-6).

21. Continuing contravention

21-1 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

22. Person to chair meeting

22-1 Annual and special general meetings must be chaired by the president of the council.

22-2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

22-3 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.

23. Participation by other than eligible voters

23-1 Persons who are not eligible to vote, may participate in the discussion at the meeting,

23-2 Persons who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

24. Voting

24-1 At an annual or special general meeting, voting cards must be issued to eligible voters.

24-2 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.

24-3 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.

24-4 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.

24-5 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.

24-6 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.

25. Order of business

25-1 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) approve agenda;

- (e) present to the meeting proof of notice of meeting or waiver of notice;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with business arising from the minutes of the annual or special general meeting;
- (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) If the contingency account balance is in excess of the total budgeted expenses; - approve the amount to be contributed to the contingency account;
- (m) new business of which proper notice has been given;
- (n) elect a council, if the meeting is an annual general meeting;
- (o) terminate the meeting.

SEVERABILITY

For the purposes of interpretation of these bylaws and any amendments thereto, each section, subsection and part of the bylaws shall be deemed to be a separate bylaw and should any section, subsection or part of the bylaws be held to be unenforceable or to be vague or uncertain by an Arbitrator of the Court of Competent Jurisdiction then such section, subsection or part shall be deemed to be severable from the remaining sections, subsections and parts and all of the remaining sections, subsections and parts shall be given the broadest interpretation possible and shall remain in force and effect notwithstanding such finding or declaration.

END of STRATA BYLAWS

