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 - 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.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)

Deduct LTSA Fees? Yes

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

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Supplied to StrataDocs 2019/04/09
Ordered by Maria Furtado 2022/10/31

Ordered By: Maria Furtado on 2022/10/31

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS2254 certify that the following or attached amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on February 21, 2019.

Resolutions:

Resolution 1:

WHEREAS:

- A. The Strata Corporation carried out a formal review of its bylaws in 2018.
- B. Following a town hall meeting held in the fall of 2018 the Strata Corporation circulated a notice of a Special General Meeting containing resolutions and a copy of the proposed bylaw.
- C. Bylaw 7 of the circulated bylaws contained two clauses which were included by error and not caught by the lawyer or council prior to the circulation of the Notice of Meeting, namely (12) and (13).
- D. The Strata Council opted not to hold a vote on the approval of Resolution 6 in the bylaw package.
- E. The Strata Corporation now wishes to remedy that issue and have the owners vote on the adoption of bylaws 7 and 8 as they were meant to be.
- F. Section 128 of the *Strata Property Act* provides that a strata corporation that wishes to adopt bylaws must approve them by a 3/4 vote at an annual or special general meeting.

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS2254 that the registered bylaws of the Strata Corporation be amended, by repealing the existing bylaws governing alterations, namely bylaws 4(1)(m) and 7 and 8 which provide as follows:

- 4(1) (m) From January 2015 onward, owners, tenants and occupants of upper floor units shall not replace any existing flooring materials with a material that is different than that which is existing. For example, this means that carpet or linoleum cannot be replaced with a hard surface flooring or ceramic tile. Hard surface flooring that were already in place prior to January 2015 are exempt from this bylaw but remain subject to noise bylaw restrictions as laid out in Bylaws 4(1)(a, b, and c.
- 7(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) stairs, balconies or other things attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.
- (2) The Strata Corporation may require that the Owner provide detailed plans and specifications and may also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. 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. The Owner shall indemnify and save harmless the Strata Corporation from all costs relating to the alteration now and in the future.
- 8(1) An Owner and the Strata Council must obtain approval of the Strata Corporation by a three-quarter (3/4) vote before making any significant alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require, as a condition of its approval, that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

and adopting bylaws 7 and 8 as shown below, which once adopted will be filed in the Land Title Office with a new consolidated version of the bylaws:

7. Obtain Approval Before Altering a Strata Lot or the Common property

- (1) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.
- (2) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw. The approval, repair, and maintenance of Alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the Alteration was approved. The adoption of this bylaw does not grandfather pre-existing unapproved Alterations.
- (3) Before changing, upgrading, modifying, removing, or replacing any of the following:
 - (a) the structure of a building;

- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) paint on balconies and patios;
- (e) doors, windows or skylights on the exterior of a building, or that front on common property;
- (f) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
- (g) fences, railings or similar structures that enclose a patio or balcony or yard,
- (h) all or a portion of flooring in a Strata Lot located above another strata lot;
- (i) interior or exterior walls; and
- (j) common property
- (herein referred to as an "Alteration").an owner must first obtain permission in accordance with subsections (4) to (8) below

Application Procedure

- (4) Owners must apply in writing for permission to carry out an Alteration, at least four weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed Alteration;
- (b) detailed plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
- (c) name of proposed contractor(s) who will perform the work;
- (d) any other documents or information which the Council may reasonably require in order to grant permission;
- (5) Upon receipt of an application for an Alteration, the Council shall, in writing, within three (3) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
- (b) approve the Application or Amended Application; or
- (c) reject the Application or Amended Application.
- (6) The Council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots and the building as whole.

Conditions for Approval

- (7) As a condition of approving an Alteration the Council may require an owner to do one or more of the following:
- (a) assume responsibility for any expenses related to the Alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit to the Council prior to the commencement of the work, if required by the Municipality;
 - (e) employ qualified and licensed contractors or subcontractors to perform the work;
 - (f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the Strata Corporation, to prepare specifications, provide inspection and certification service for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
 - (h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - (i) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
 - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
 - (k) obtain and maintain liability insurance of not less than two million dollars and name Strata Plan VIS 2254 as a co-insured party in the event of any claims which may arise against the Strata Corporation from any person, related to possible damage incurred during the Alterations;
 - (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Council;
 - (m) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 6:00 p.m Monday to Saturday and not on Sundays or public holidays;

- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the Strata Corporation;
- (o) agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (p) remove and clean up any debris left outside the strata lot and on the common property areas cleaned by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the contractor's efforts be deemed inadequate by council
- (q) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act;
- (r) provide written notice of the shutoff date and time period for shutting off a plumbing stack to the affected owners at least 2 days in advance of the shutoff;
- (s) install replacement toilets that conform with the CRD requirement to use Low Flow models; and,
- (t) provide protection to common area floors, walls and ceilings as required for protecting these surfaces from dirt, dust and physical damage.
- (u) ensure, at the end of each working day, that the common areas have been cleaned and vacuumed as needed.
- (v) cover the cost of repairing any damage incurred or of further cleaning necessitated as a result of the Alteration;
- (w) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration, and
- (x) any other conditions reasonably required in the opinion of the Council given the nature of the proposed Alteration.

Flooring Requirements

- (8) An owner, occupant or tenant of a strata lot that is located above another strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot:
 - (a) Must not install ceramic tile, hardwood floors, bamboo, laminate flooring, or flooring of any type other than carpeting (referred to herein as "Hard Surface Flooring"), except in the foyer, bathrooms, laundry room, utility room and the kitchen of a strata lot:
 - (b) Any Hard Surface Flooring installed in the kitchen of a strata lot shall not extend into the living room or hallway;
 - (c) Any Hard Surface Flooring installed in the bathroom, laundry room, or utility room, must not extend beyond the doorway of that room.

- (d) Any Hard Surface Flooring installed in the entryway of a strata lot shall not extend into the bedroom, living room or hallway;
 - (e) May only install carpeting in the areas of the strata lot not covered by bylaw subsection (8)(a) above;
 - (f) Must apply to the council in writing;
 - (g) Must provide the Council with the specifications of the proposed flooring and underlay to be used in each room, prior to removing the existing flooring or installing the flooring;
 - (h) Must provide the Council with proof of purchase of the flooring and underlay to be used in each room;
 - (i) Must only install carpeting with a minimum eight-pound, seven-sixteenth-inch thick foam under-padding, or an equivalent, in the living-room, dining-room, dens, bedrooms and hallways that when combined with the sub flooring and ceiling below will provide not less than 70 IIC, (Impact Insulation Class) and STC, (Sound Transmission Class);
 - (j) Must only install Hard Surface Flooring and underlay that provides the highest sound dampening which is reasonably available at the time and which when combined with the sub flooring; and
 - (k) allow the Council to enter into the strata lot to verify the installation of the underlay under the carpeting or Hard Surface Flooring before it is covered by the flooring.
- (9) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC and STC ratings of the flooring.
- (10) In the event that the IIC or STC ratings of the flooring is:
- (a) Lower than the standards set out in subsection (8)(i) or (8)(j), the Council may:
 - (i) charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed;
 - (ii) may require the owner of the Strata Lot with the altered flooring to:
 - (1) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
 - (2) cover the non-compliant flooring with carpeting; or
 - (3) remove the non-compliant flooring and replace it with flooring that conforms with the bylaws; or
 - (b) Higher than the standards set out in subsections (8)(i) or (8)(j), the Council will:

- (i) equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints; and
- (ii) take no further steps against the owner of the Strata Lot with the altered flooring.

8. Alterations Made Without Permission

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (2) The Council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The Council is authorized to take legal proceedings including an application to the *Civil Resolution Tribunal* pursuant to section 189.1 of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

Resolution 2:

WHEREAS:

- A. At the Special General Meeting held on December 6, 2018 the Strata Council put forward a proposed bylaw amendment to limit the types of business that could be operated within a strata lot.
- B. The resolution was defeated by a single vote and the Strata Council believes it to be in the best interest of the Strata Corporation to try it again.
- C. Section 128 of the *Strata Property Act* provides that a strata corporation that wishes to adopt bylaws must approve them by a 3/4 vote at an annual or special general meeting.

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS2254 that the existing bylaw governing the type of businesses or commercial enterprises that can be operated out of a strata lot, namely bylaw 4(1)(L) which provides as follows:

- 4(1)(L) Owners, tenants and occupants shall use their strata lot as a single-family residence only. In addition, Owners, tenants and occupants shall not conduct any business or commercial activity from their strata lot other than that which can be conducted primarily over telephone lines, it being the intent that strata lots are to be used for residential

purposes, only notwithstanding that such business or commercial use may be permitted under any municipal Home Occupation Bylaw;

be amended without repealing it, to provide as shown in Bylaw 4(5) Restrictions on Home Based Businesses as shown below:

Restrictions on Home Based Businesses

- 4(5) Owners, occupants and tenants must not conduct any business or any profession from their strata lot or the common property that results in clients, employees, or customers attending their strata lot or coming on to the common property;

Resolution 3:

WHEREAS:

- A. At the Special General Meeting held on December 6, 2018 the Strata Council put forward proposed revisions to the pet bylaw.
- B. The resolution was defeated by two votes and the Strata Council believes it to be in the best interest of the Strata Corporation to try it again.
- C. Section 128 of the *Strata Property Act* provides that a strata corporation that wishes to adopt bylaws must approve them by a 3/4 vote at an annual or special general meeting.

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS2254 that the existing bylaw governing the number and types of permitted pets in a strata lot, namely bylaw 5 which provides as follows:

- 5 (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property other than a domestic house cat or a small dog. With respect to dogs, they must not have a floor to shoulder height of more than 14 inches or weigh more than 22 pounds, fully grown. Only one pet shall be kept per strata lot.
- (2) Owners of dogs shall not allow them to run loose on the common property and shall immediately clean up any excrement left by their pet. Dogs shall be under control and on a leash at all times.
- (3) Should the Strata Council receive a complaint about a permitted pet and find that a breach of the Bylaws has occurred, then the Owner of the pet shall be given a written warning. If the Strata Council receives a further complaint and finds, in its sole discretion, that the pet is a nuisance, then the pet must be removed permanently from the Strata Corporation property on fourteen (14) days' written notice from the Strata Council. Examples of a breach of the Bylaws would be excessive noise, odour or damage to the common property, biting or aggressive behaviour towards other residents.

be amended without repealing it, to provide as shown in Bylaw 5 Pet Restrictions as shown below:

5. Pet Restrictions

- (1) Owners, tenants and occupants shall not keep pets of any kind in or about a

strata lot or the common property other than a domestic house cat or a small dog. With respect to dogs, they must not have a floor to shoulder height of more than 14 inches or weigh more than 22 pounds, fully grown. Only one pet shall be kept per strata lot.

- (2) All pets shall be carried or on a leash and accompanied by an owner while on the common property. Pet owners must immediately clean up any excrement left by their pet and dispose of it in an appropriate manner. Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant pet owner and the owner of the strata lot which the pet is residing in or visiting.
- (3) Should the Strata Council receive complaints about a cat or dog (which must be in writing) it will investigate the complaints and if any cat or dog is found to:
 - (a) be aggressive to other people or pets,
 - (b) have caused damage to the common property, or
 - (c) have repeatedly caused a nuisance or unreasonable noise or odors, then the Strata Council may fine the owner, require the owner to repair any damage caused by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice.

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



Signature of Council Member



Signature of Second Council Member

Date: 03/21/19

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STRATA PLAN VIS 2254

Bylaws

Approved at the SGM held on 12 / 06 / 2018

Amended at the AGM held on 02 / 21 / 2019

ADMIRALS GATE
909 Admirals Rd.
Victoria, BC.

Stevenson Luchies & Legh

Ordered By: Maria Furtado of One Percent Realty on 2022/10/31

Uploaded: Apr 09 2018 Verified: Apr 09 2018

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

1. Payment of Strata Fees

- (1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Owners must provide a series of twelve (12) post-dated cheques for the payment of their monthly assessments, or in the alternative set up an automatic debit plan with the property manager.
- (3) The council may levy a service fee of up to fifty dollars (\$50.00) for any NSF cheque received from any Owner or for any debit or electronic funds transfer that is refused by their financial institution.

2. Interest on Late Payment

- (1) The strata corporation may charge interest at the rate of ten per cent (10%) per annum, compounded annually, on all late assessments. Any interest charged shall be deemed to be part of the unpaid strata fees for the purposes of Section 116 of the *Strata Property Act*.
- (2) The strata corporation may charge interest at the rate of ten per cent (10%) per annum, compounded annually, on all late special levies. Any interest charged shall be deemed to be part of the unpaid special levies for the purposes of Section 116 of the *Strata Property Act*.

3. Repair and Maintenance of Property by Owner

- (1) An Owner must repair and maintain the Owner's strata lot, including any changes from its original condition, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner:
 - (a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
 - (b) is responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot; and
 - (c) must remove and replace, or pay for the extra cost of the removal and replacement of any alterations to allow the strata corporation to gain access to an underlying building component, for the purpose of repairing or maintaining that component, that the strata corporation must repair and maintain under the *Strata Property Act* or these bylaws.

- (3) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the strata corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the strata corporation may pursuant to section 85 of the *Strata Property Act*, enter into the strata lot and carry out the required work on 48 hours notice to the owner, and charge the owner the cost of such work.
- (4) Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors or pests, and must not leave, pile, or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on a balcony. The strata corporation may, on seven (7) days written notice, enter a strata lot to remove any such material, and any expenses incurred by the strata corporation to enter a strata lot, as well as to remove such refuse, will be charged to the owner.
- (5) In any case where there is an insect or rodent infestation in any strata lot, and such has entered the strata lot from the common property of the strata corporation, then an Owner shall, with the approval of the council, hire a pest control service to take all necessary steps to eliminate such infestation and in such cases the costs of doing so shall be divided equally between the Owner and the strata corporation. If an Owner fails to obtain the council's approval then the Owner shall be solely responsible for the cost of all such work.
- (6) In addition to any other maintenance obligations as set out in the bylaws, owners must, commencing in the second year after the installation of their gas fireplaces and then in each year after that:
 - (a) have their gas fireplaces inspected, and cleaned (if recommended by the inspector) by October 1 of each calendar year and cleaning of their gas fireplaces; and
 - (b) provide written proof of the inspection and cleaning (if recommended by the inspector) of their gas fireplaces to the council by October 15 of each calendar year.
- (7) If an Owner fails to provide proof of their annual inspection and cleaning (if recommended by the inspector) of their gas fireplaces by October 15 of each calendar year then the strata corporation may have such work done on at least 48 hours written notice and the costs of doing so shall be charged to the Owner.
- (8) The Owner shall also be responsible for the costs of any other necessary maintenance and repair as determined by the annual inspection.

4. Use of Property

- (1) An Owner, tenant, occupant or invitee must not use a strata lot, the common property or common assets:

- (a) in a way that causes a nuisance or hazard to another person;
 - (b) in a way that causes unreasonable noise and must not by any means create any sustained or repetitive noise that is audible in another strata lot between the hours of 11:00 pm and 7:00 am;
 - (c) in a way that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and no Owner, tenant or occupant shall harass any other Owner, tenant, occupant or invitee by means of continued unwanted actions, communications, threats, or demands;
 - (d) in a way that is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal;
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan; or
 - (f) in a way that will increase the risk of fire or the rate of fire insurance premiums.
- (2) Owners, occupants, tenants and guests must not:
- (a) use the plumbing or electrical systems for any purpose other than those for which they were constructed;
 - (b) cause or produce any unacceptable smell or vibration in or about any strata lot or the common property;
 - (c) use a waterbed or water filled furniture in any strata lot unless they have appropriate insurance to cover any damage that may occur as a result of leakage;
 - (d) shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish or litter of any kind shall be swept from or thrown from any window, door, balcony or patio;
 - (e) hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building;
 - (f) leave personal property, of any kind, in or about the common property areas and in no case shall skateboards, two wheeled scooters or similar devices be used or operated on the common property. All items left on the common property are at the risk of the Owner and may be removed by the council without notice;
 - (g) use barbecues in or about any strata lot other than those powered by gas or electricity. There shall be no barbecuing on the common property without the written consent of the council. The right to use a barbecue may be revoked by the council if it receives a series of complaints and after investigation determines that the use is a nuisance to other residents;
 - (h) smoke in the clubhouse;
 - (i) store on any balcony or patio any trunks, freezers, bicycles, goods, chattels or other material of any kind other than patio furniture, flower boxes and planters, barbecues or firewood stored in an approved container;

- (j) cover any windows with aluminum foil, paper, plastic or other similar materials, nor shall they paint any exterior door or balcony exteriors or balcony railings any colour not approved by the council or install door knockers, peep holes or make other modifications to any exterior doors or install any railings, awnings or similar items on any balcony or patio without the written consent of the council. The purpose of this bylaw is to ensure some degree of uniformity on the exterior of the buildings;
 - (k) install hanging baskets within three feet of a balcony railing and nothing shall be placed on the railings unless properly secured;
 - (l) conduct a conversation from or call from any patio or balcony or in any way carry on any such activity in a manner that would disturb other residents;
 - (m) plant trees or shrubs in any common area without the prior written consent of the council.
- (3) Each year exterior Christmas decorations, including Christmas lights, must not be displayed prior to December 1st and must be removed by January 15th.
- (4) An Owner, tenant, occupant or invitee must not cause damage 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, reasonable wear and tear excepted. Owners are responsible for the acts of their tenants and any other person they admitted to the strata corporation.

Restrictions on Home Based Businesses

- (5) Owners, occupants and tenants must not conduct any business or any profession from their strata lot or the common property that results in clients, employees, or customers attending their strata lot or coming on to the common property;

Occupancy Restriction

- (6) Owners, occupants and tenants must not cause or permit a strata lot be occupied by more than four (4) persons unless the same is approved by the council in writing.

4.1 Smoking and Marijuana Prohibitions

- (1) "Smoking" or "smoke" 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 terms "Smoking" and "smoke" includes but is not limited to: tobacco smoking, use of electronic cigarettes, or vaporizers, heroin smoking, crack smoking, and any form of narcotic smoking including marijuana / cannabis smoking.
- (2) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:
- (a) in the clubhouse; and
 - (b) exterior common property that are within 6 metres of a door, window or air intake.

- (3) All owners, occupants, and tenants who smoke in their strata lots 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, in order to prevent secondhand smoke from infiltrating the interior common property, or other strata lots.

5. Pet Restrictions

- (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property other than a domestic house cat or a small dog. With respect to dogs, they must not have a floor to shoulder height of more than 14 inches or weigh more than 22 pounds, fully grown. Only one pet shall be kept per strata lot.
- (2) All pets shall be carried or on a leash and accompanied by an owner while on the common property. Pet owners must immediately clean up any excrement left by their pet and dispose of it in an appropriate manner. Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant pet owner and the owner of the strata lot which the pet is residing in or visiting.
- (3) Should the Strata Council receive complaints about a cat or dog (which must be in writing) it will investigate the complaints and if any cat or dog is found to:
 - (a) be aggressive to other people or pets,
 - (b) have caused damage to the common property, or
 - (c) have repeatedly caused a nuisance or unreasonable noise or odors,then the Strata Council may fine the owner, require the owner to repair any damage caused by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice.

6. Inform strata corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons who are residing in the strata lot. The owner must promptly provide written notification to the strata corporation of any changes to this information.
- (2) On request by the council or a council member, any owner, occupant, tenant or visitor must inform the strata corporation of his or her name and in which strata lot they are residing in or visiting.

7. Obtain Approval Before Altering a strata lot or the Common property

- (1) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The strata corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file

and upon request, provided to purchasers of that strata lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

- (2) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw. The approval, repair, and maintenance of Alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the Alteration was approved. The adoption of this bylaw does not grandfather pre-existing unapproved Alterations.
- (3) Before changing, upgrading, modifying, removing, or replacing any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) paint on balconies and patios;
 - (e) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (f) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
 - (g) fences, railings or similar structures that enclose a patio or balcony or yard,
 - (h) all or a portion of flooring in a strata lot located above another strata lot;
 - (i) interior or exterior walls; and
 - (j) common property

(herein referred to as an "Alteration").an owner must first obtain permission in accordance with subsections (4) to (8) below.

Application Procedure

- (4) Owners must apply in writing for permission to carry out an Alteration, at least four weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
 - (a) details of the proposed Alteration;
 - (b) detailed plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) name of proposed contractor(s) who will perform the work;
 - (d) any other documents or information which the council may reasonably require in order to grant permission;
- (5) Upon receipt of an application for an Alteration, the council shall, in writing, within three (3) weeks from the date of receipt of the Application or an Amended Application:

- (a) request further information,
 - (b) approve the Application or Amended Application; or
 - (c) reject the Application or Amended Application.
- (6) The council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots and the building as whole.

Conditions for Approval

- (7) As a condition of approving an Alteration the council may require an owner to do one or more of the following:
- (a) assume responsibility for any expenses related to the Alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit to the council prior to the commencement of the work, if required by the Municipality;
 - (e) employ qualified and licensed contractors or subcontractors to perform the work;
 - (f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the council, failing which the strata corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
 - (h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work;
 - (i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
 - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
 - (k) obtain and maintain liability insurance of not less than two million dollars and name Strata Plan VIS 2254 as a co-insured party in the event of any claims which may arise against the strata corporation from any person, related to possible damage incurred during the Alterations;

- (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the council;
- (m) cause all work to be conducted in accordance with the strata corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 am and 6:00 pm Monday to Saturday and not on Sundays or public holidays;
- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the strata corporation;
- (o) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (p) remove and clean up any debris left outside the strata lot and on the common property areas cleaned by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the contractor's efforts be deemed inadequate by council
- (q) provide the strata corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*;
- (r) provide written notice of the shutoff date and time period for shutting off a plumbing stack to the affected owners at least 2 days in advance of the shutoff;
- (s) install replacement toilets that conform with the CRD requirement to use Low Flow models; and,
- (t) provide protection to common area floors, walls and ceilings as required for protecting these surfaces from dirt, dust and physical damage.
- (u) ensure, at the end of each working day, that the common areas have been cleaned and vacuumed as needed.
- (v) cover the cost of repairing any damage incurred or of further cleaning necessitated as a result of the Alteration;
- (w) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration, and
- (x) any other conditions reasonably required in the opinion of the council given the nature of the proposed Alteration.

Flooring Requirements

- (8) An owner, occupant or tenant of a strata lot that is located above another strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot:

- (a) must not install ceramic tile, hardwood floors, bamboo, laminate flooring, or flooring of any type other than carpeting (referred to herein as "Hard Surface Flooring"), except in the foyer, bathrooms, laundry room, utility room and the kitchen of a strata lot;
 - (b) any Hard Surface Flooring installed in the kitchen of a strata lot shall not extend into the living room or hallway;
 - (c) any Hard Surface Flooring installed in the bathroom, laundry room, or utility room, must not extend beyond the doorway of that room;
 - (d) any Hard Surface Flooring installed in the entryway of a strata lot shall not extend into the bedroom, living room or hallway;
 - (e) may only install carpeting in the areas of the strata lot not covered by subsection (8)(a) above;
 - (f) must apply to the council in writing;
 - (g) must provide the council with the specifications of the proposed flooring and underlay to be used in each room, prior to removing the existing flooring or installing the flooring;
 - (h) must provide the council with proof of purchase of the flooring and underlay to be used in each room;
 - (i) must only install carpeting with a minimum eight-pound, seven-sixteenth-inch thick foam under-padding, or an equivalent, in the living-room, dining-room, dens, bedrooms and hallways that when combined with the sub flooring and ceiling below will provide not less than 70 IIC, (Impact Insulation Class) and STC, (Sound Transmission Class);
 - (j) must only install Hard Surface Flooring and underlay that provides the highest sound dampening which is reasonably available at the time and which when combined with the sub flooring and ceiling below will provide not less than 60 IIC, (Impact Insulation Class) and STC, (Sound Transmission Class); and
 - (k) allow the council to enter into the strata lot to verify the installation of the underlay under the carpeting or Hard Surface Flooring before it is covered by the flooring.
- (9) In the event the strata corporation receives noise complaints from the owners of the strata lot(s) below a strata lot that has installed flooring, the council may require the owner of the strata lot with the flooring to permit the strata corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC and STC ratings of the flooring.
- (10) In the event that the IIC or STC ratings of the flooring is:
- (a) Lower than the standards set out in subsection (8)(i) or (8)(j), the council may:
 - (i) charge the cost of testing the flooring to the owner of the strata lot in which the flooring is installed;
 - (ii) may require the owner of the strata lot with the altered flooring to:

- (1) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
 - (2) cover the non-compliant flooring with carpeting; or
 - (3) remove the non-compliant flooring and replace it with flooring that conforms with the bylaws; or
- (b) Higher than the standards set out in subsections (8)(i) or (8)(j), the council will:
- (i) equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints; and
 - (ii) take no further steps against the owner of the strata lot with the altered flooring.

8. Alterations Made Without Permission

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the council ("Unauthorized Alteration"), then the owner of that strata lot may apply to the strata corporation for permission to retain the Unauthorized Alteration.
- (2) The council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The strata corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The council is authorized to take legal proceedings including an application to the *Civil Resolution Tribunal* pursuant to section 189.1 of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the strata corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

9. Permit Entry to strata lot

- (1) An Owner, tenant, occupant or invitee 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;
 - (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under Section 149 of the Act;

- (ii) ensure compliance with the Act, the Regulations, the bylaws and the Rules;
 - (iii) perform fire safety inspections.
- (2) The notice referred to in Subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) In any case where an Owner has not provided for access to his or her strata lot pursuant to bylaws 9(1) and 9(2), and has not otherwise made a key available to the council, should entry to a strata lot be required for any reason set out in these bylaws, the council may enter the strata lot by any means reasonable under the circumstances, including forced entry, obtaining the services of a locksmith or scheduling the entry. The owner shall be liable for any costs thereby incurred by the strata corporation including additional service fees and for any resulting damage to the strata lot, common property and limited common property.
- (4) For the purpose of bylaw 9(1)(a):
- (a) an emergency is limited to actual or perceived:
 - (i) medical trauma or illness;
 - (ii) fire or smoke;
 - (iii) water penetration, leakage or flood;
 - (iv) structural damage.
 - (b) authorized personnel is limited to:
 - (i) members of the council;
 - (ii) strata manager;
 - (iii) emergency and/or rescue personnel or law enforcement;
 - (iv) persons contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (5) In addition to the requirements of bylaw 9(4) in the event of an emergency entry where no one is in the strata lot, and entry is gained through a locksmith, the strata corporation must provide a written report to the strata lot owner, within 48 hours setting out the details of the entry and the contact information of all persons who entered the strata lot during the emergency entry.

Division 2 - Powers and Duties of strata corporation

10. Repair and Maintenance of Property by strata corporation

- (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) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows on the exterior of a building or that front on the common property,
 - (v) fences, railings and similar structures that enclose patios, balconies and yards, and
 - (vi) save for any additional costs pertaining to the removal and replacement of alterations pursuant to bylaw 3(2), damage to any part(s) of a strata lot that a strata corporation must insure under section 149 of the *Strata Property Act*, which is caused by, or arises out of a failure of any part of the common property or those parts of a strata lot that the strata corporation is obligated to repair and maintain under these bylaws. For greater clarity, the strata corporation's duty to repair such damage exists even if the strata corporation was not negligent in the repair and maintenance of the building component that failed.

PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any improvements made by an Owner or former owner pursuant to bylaw 3 (3) and 7, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the Owner for the time being of the strata lot which has the benefit of such improvement.

Division 3- Council

11. Council Size

- (1) The council shall consist of not less than five (5) or more than seven (7) members.
- (2) For the purpose of bylaws 14 and 17 the size of the council shall be set at the number of council members elected at the annual general meeting.

12. Council Members' Terms and Eligibility

- (1) The term of office of a council member ends at the end of the Annual General Meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) The spouse or common-in-law spouse of a registered Owner may also stand for election to council provided that only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
- (4) A person may not stand for election to the council or continue to sit on the council if they are more than thirty (30) days in arrears in the payment of any assessment or

special levy and the strata corporation is in a position to file a lien on their title under Section 116 of the *Strata Property Act*.

- (5) If a council member is unable to continue to be on council pursuant to bylaw 12(4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to bylaw 14.

13. Removing Council Member

- (1) The strata corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more council members.
- (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.

14. Replacing Council Member

- (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) If all the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty per cent (20%) 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.

15. Officers

- (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, Privacy Officer, and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice-President.
- (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act; or
 - (b) for the remainder of the President's term, if the President ceased to hold office.
 - (c) Is also the strata corporation Privacy Officer.

- (4) The council may remove an officer from his or her position as officer by a majority vote of the council.
- (5) If the council removes an officer from his or her position, an election must be held immediately after to replace the Officer.

16. Calling council Meetings

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

16.1 Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

17. Quorum of council

- (1) A quorum of the council is:
 - (a) three (3) where the council consists of five (5) or six (6) members; and
 - (b) four (4) where the council consists of seven (7).
- (2) council members must be present in person at the council meeting to be counted in establishing a quorum.
- (3) For the purposes of these bylaws, a council member attending a meeting by electronic means is deemed to be present in person.

18. Council Meetings

- (1) At the option of the council, council meetings may be held by electronic means, including conference telephone calls, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, including conference telephone, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers only and may not speak or address the council unless invited to do so by the council.
- (4) Despite Subsection (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 Act;
 - (b) rental restriction bylaw exemption hearings under Section 144 of the Act;
 - (c) council hearings conducted under bylaw 16.1, or sections 34.1 and 135 of the *Strata Property Act*;
 - (d) outstanding strata fees, fines or special levy against a strata lot owner;
 - (e) any legal action being considered against a strata lot owner or resident;
 - (f) any costs being levied against a strata lot owner for repair work; and
 - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the council's meeting minutes and records.
- (6) Audio and/or visual recording is prohibited during council meetings, without prior approval of the majority of council members.
- (7) Audio and/or visual recording is prohibited during council meetings dealing with matters outlined in bylaw 18(4) or council hearings granted under bylaw 16.1. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

19. Voting at council Meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the President may break the tie by casting a second, deciding vote.

- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.
- (4) A resolution of the council may be passed without a meeting if at least 2/3 of the council members entitled to vote on the resolution consents to it in writing. A consent in writing under this section may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

20. Council to Inform Owners of Minutes

- (1) The council must inform Owners of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.
- (2) The council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) Council's minutes regarding matters listed in bylaw 18(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

21. Delegation of council's Powers and Duties

- (1) Subject to Subsections (2) to (4), the council may by resolution delegate some or all of its powers and duties to one (1) or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with Subsection (3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:

- (a) whether a person has contravened a bylaw or Rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.
- (5) No member of the council shall act unilaterally except in the case of an emergency.

22. Spending Restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Pursuant to Section 82 of the *Strata Property Act SBC 1998, Chapter 43*, the council may not acquire or dispose of personal property with a value in excess of two thousand dollars (\$2,000.00) unless the same is approved by a three-quarter (3/4) vote of the Owners in General Meeting.
- (3) Pursuant to Section 98(2) of the *Strata Property Act SBC 1998, Chapter 43*, the council may not make an expenditure that is not provided for in the budget or approved by a three-quarter (3/4) vote unless the annual amount of such expenditures is less than five thousand dollars (\$5,000.00) and such has been approved by a majority resolution of the council.
- (4) Pursuant to Section 98(3) of the *Strata Property Act SBC 1998, Chapter 43* and notwithstanding subsections (1), (2) and (3) above, the council may spend the strata corporation's money to repair or replace common property or common assets if repair or replacement is required immediately to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (5) Any expenditure under bylaw 22(4) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (6) The strata corporation must inform owners as soon as feasible about any expenditure made under bylaws 22(3) or 22(4).

23. Not Used

24. Fiscal Year of strata corporation

- (1) The fiscal year of the strata corporation shall be January 1st to the following December 31st unless this bylaw is amended.

25. User Fees

- (1) The council may charge the following user fees:
- (a) A monthly fee for parking - ten dollars (\$10.00) per month or such higher amount set by the council and ratified by the owners at a general meeting pursuant to section 6.9(1) of the *Strata Property Regulations*.

- (b) A nightly fee for common building - twenty five dollars (\$25.00) per night or such higher amount set by the council and ratified by the owners at a general meeting pursuant to section 6.9(1) of the *Strata Property Regulations*.
- (c) A Day use of common building - five dollars (\$5.00) or such higher amount set by the council and ratified by the owners at a general meeting pursuant to section 6.9(1) of the *Strata Property Regulations*.

26. Limitation on Liability of council Member

- (1) A council member, or a volunteer who has been delegated duties by the council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) bylaw 26(1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the strata corporation.
- (3) All acts done by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.
- (4) The strata corporation will obtain an maintain errors and omissions insurance for a minimum amount of \$2,000,000 for the council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council.
- (5) Each council member or Volunteer shall be indemnified and saved harmless by the strata corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the council or Volunteer.
- (6) Notwithstanding bylaw 26(1), there shall be no indemnity if a council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties.

Division 4 - Enforcement of bylaws and Rules

27. Fines and Other Enforcement Options

- (1) The strata corporation may:
 - (a) Fine an Owner or tenant a maximum of:
 - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
 - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the council, for each contravention of a rule.

- (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction bylaw.
- (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) entering into and doing work on or to a strata lot, the common property or common assets, and,
 - (ii) removing objects from the common property or common assets.
- (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.

28. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

29. Owner Liable for Legal Costs

- (1) Should the strata corporation be required to undertake any legal action or arbitration, or seek legal advice with respect to a breach by an Owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or Rules or any amendments thereto, then the Owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.

30. Small Claims Actions, Forced Sale, and CRT Actions

- (1) Notwithstanding the terms and conditions of the *Strata Property Act* the council may commence and proceed with a small claims action against an Owner without the necessity of first obtaining the consent of the Owners by a three-quarter (3/4) vote.
- (2) The council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.
- (3) The council may make a request under section 4 of the *Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

Division 5 - Annual and Special General Meetings

31.1 Person to Chair Meeting

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

31.2 Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (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.

32. Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
 - (a) 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.
 - (b) if neither the president nor the vice president of the council casts a second deciding vote, the chair elected in accordance with bylaw 31.1(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.

- (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 a majority of eligible voters.
- (7) A strata lot's vote may not be exercised, except on matters requiring a 80% or unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the *Strata Property Act*. The strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43 (1), 46 (2) and 51 (3) of the *Strata Property Act*.
- (8) The election of each council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. council members are not to be elected by acclamation. The outcome of all elections to the council shall be announced by the Chair including the number of votes cast for each candidate.

33. Order of Business

- (1) Unless amended by a majority vote of the owners, 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 minutes from the last Annual or Special General Meeting;
 - (f) deal with unfinished business;
 - (g) 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;
 - (h) ratify any new Rules made by the strata corporation under Section 125 of the Act;
 - (i) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an Annual General Meeting;
 - (j) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an Annual General Meeting;
 - (k) deal with new business, including any matters about which notice has been given under Section 45 of the Act;
 - (l) elect a council, if the meeting is an Annual General Meeting;
 - (m) terminate the meeting.

Division 6 - Age Restriction Age restriction

34. Age Restriction

- (1) No person under the age of nineteen (19) years shall reside in any strata lot for more than thirty (30) days in any calendar year.

Division 7 - Rental Restriction bylaw

35.1 Rental Restriction bylaw

- (1) Pursuant to Section 141 (2) of the *Strata Property Act, SBC 1998, Chapter 43* no Owner shall lease or rent their strata lots.
- (2) The strata corporation may levy a fine not in excess of five hundred dollars (\$500.00) for a breach of this bylaw and all of the other terms and conditions of the bylaws concerning the frequency with which a fine may be levied shall also apply hereto.

35.2 Prohibition against use of strata lot as transient accommodation

- (1) For the purposes of this bylaw "transient accommodation" means:
 - (a) the use of all or a part of a strata lot for the temporary accommodation of persons for a period of under one month, and without limitation includes vacation rentals, boarding, hostel use, and bed and breakfast accommodation; but
 - (b) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants and tenants may not:
 - (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as transient accommodation;
 - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as transient accommodation.
- (3) Notwithstanding bylaw 27(1) where an owner, occupant or tenant contravenes bylaws 35.2(2)(a), the owner will be subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as transient accommodation.
- (4) Where an owner, occupant or tenant contravenes bylaws 35.2 (2)(b), the owner will be subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for each time the strata lot is advertised or marketed as being available for use as transient accommodation.

Division 8 - Insurance

36. Insurance

- (1) The strata corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the strata corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) earthquake insurance; and,
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the strata corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, strata corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the strata corporation to repair or replace damaged property, unless the strata corporation has decided not to repair or replace under section 159.
- (5) An owner shall reimburse the strata corporation 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:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,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.
- (6) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (7) Without restricting the generality of the foregoing, an owner is responsible for:

- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's strata lot including, but not limited to the following:
- (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilet, sink, bathtub and/or shower;
 - (vi) air conditioner;
 - (vii) fish tank;
 - (viii) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
 - (ix) any other similar type of appliance, equipment or fixture.
- (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
- (c) any damage to property that an owner is required to repair or maintain.
- (8) An owner shall indemnify and save harmless the strata corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (9) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (10) An owner shall obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;
 - (b) the deductible portion of the insurance claim against the strata corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
 - (c) any Alteration;

- (d) any betterments or changes to the buildings or fixtures built by the developer; and
- (e) losses from water escape and rupture.

Division 9 Miscellaneous

37. Ingress & Egress

- (1) Owners, tenants, occupants and invitees shall only use walkways, driveways and other means of ingress and egress for access to the strata corporation building and parking areas and shall ensure that such areas are kept free of obstruction at all times.

38. Sale of strata lots

- (1) Owners shall notify the council prior to listing their strata lot for sale and shall provide it with the name, address and telephone numbers of their Realtor.
- (2) Open houses may only be held between the hours of 10:00 am and 5:00 pm.
- (3) Prospective purchasers must be escorted at all times while in the common recreation building and, in no case, shall the entrance doors to the building be left open or unsecured.
- (4) Visitors may park only in the designated visitors' parking area.

39. Fees Payable for Records

- (1) The strata corporation may charge a fee of twenty-five cents (\$.25) per page for copies of documents or records that are requested by an Owner. In addition, they may charge the sum of fifteen dollars (\$15.00) for a Certificate of Payment, Form F, and thirty-five dollars (\$35.00) for a Certificate of the strata corporation, Form B. Provided always that should the permissible fees be increased by Regulation, the strata corporation may charge the higher amounts as set out in the Regulation.

40. Keys

- (1) Owners, tenants and occupant shall not duplicate keys to the common building or allow such keys to be duplicated.

41. Parking

- (1) Owners, tenants and occupants shall park only in those spaces specifically assigned to them.
- (2) Owners, tenants and occupants shall not utilize the visitor or handicapped parking spaces.
- (3) Owners, tenants and occupants shall not park unlicensed motor vehicles in parking spaces unless the vehicle is in good repair, has storage insurance, and is approved by the council.

- (4) No derelict motor vehicles shall be parked anywhere on the common property. For the purposes hereof, a derelict vehicle shall be defined as being not presently roadworthy or is, in the opinion of the majority of the council, unsightly.
- (5) Owners, tenants and occupants shall not undertake any repairs, oil changes or other maintenance operations on common property or limited common property.
- (6) Owners, tenants and occupants shall not store any material in any outdoor parking space without the written permission of the council.
- (7) An Owner shall not rent or lease his/her parking space to anyone other than another resident of the strata corporation. Owners should note that a reserved parking space is not "sold" with the strata lot. Owners, occupants and tenants who wish to rent an extra parking space must contact the Parking Representative of the council to obtain a parking space or have their name placed on the waiting list. Owners should ensure that their Realtor is aware of the terms of this bylaw.
- (8) Owners, tenants and occupants of a strata lot may rent one common property parking stall from the strata corporation for the use of the owners, occupants, tenants and visitors of that strata lot.
- (9) No motor homes, trailers, trucks (except pickups), any truck with campers or boats shall be parked on the common property, except for delivery, service or commercial vehicles that are in the process of loading and unloading.
- (10) All motor vehicles shall be parked in designated parking stalls only. A violation of this bylaw may result in the council having the motor vehicle towed at the Owner's expense.
- (11) Notwithstanding the provisions contained in subsections (9) and (10) above, an Owner may park a recreational vehicle on common property provided that it does not impede access to any other strata lot for a period of not more than twenty-four (24) hours for the purposes of loading and unloading.
- (12) An owner, tenant, occupant and their visitors shall not park a:
 - (a) vehicle on the common property in a manner which may compromise the safety or security of the residents of the strata corporation or impede their ability to access or egress the strata corporation, their garages, or vehicles;
 - (b) visitor's vehicle in the visitors' parking space for more than 7 days in a calendar month without the express written consent of the council; and
 - (c) vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (13) An owner, occupant, tenant or visitor must clean up any spilled or leaked automotive fluids and are responsible to make good any damage caused by such leaks or spills.

- (14) An owner, occupant, tenant or visitor must upon notice from the strata corporation, remove a vehicle from common property for building maintenance.
- (15) The council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (16) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (17) In addition to the rights conferred by bylaws 41(15) and 41(16) the council has the right to immediately tow any vehicle which is parked in violation of 41(12)(a) and 41(14).
- (18) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs

42. Balcony Enclosures

- (1) Any Owner wishing to install a balcony enclosure may do so subject to the written approval of the council and the following conditions:
- (a) All requests to enclose a balcony must be made in writing to the council care of the property manager. All requests must be submitted with detailed plans and specifications, as well as a report from a professional engineer or certified contractor acceptable to the council attesting to the ability of the structure to withstand the weight of the enclosure. All costs to be borne by the Owner submitting the request. No Owners shall commence work until approved by the council in writing and a building permit is issued by the Municipality of Esquimalt.
- (b) The enclosure must meet all requirements of any National, Provincial and Municipal Building Codes for safety and as to water leakage.
- (c) All balcony enclosures must be white in colour and shall be thermopane, or similar quality glass with acrylic ceilings which may be tinted. The council must approve the colour of the glass tint.
- (d) The exterior of all balcony enclosures must be professionally cleaned twice a year at the Owner's expense. The Owner is also responsible for insuring the balcony enclosure and the glass and must promptly repair any broken windows or frames that may occur to the balcony structure.
- (e) Any window coverings used in balcony enclosures must be beige or white in colour.

- (f) Nothing may be installed on the interior walls of the enclosed balcony that would alter the exterior appearance of the presently painted siding.
 - (g) The costs of repair of any damage or deterioration to any common property, limited common property or any strata lot, caused by the balcony enclosure shall be the sole responsibility of the Owner and any subsequent Owner.
- (2) It is understood when considering a balcony enclosure that the Owner recognizes that the balcony below or above was not meant to be watertight. Some water may leak through the balcony deck above, particularly during periods of heavy rain and wind or during watering of plants or due to the sealing of the balcony enclosure to the walls of the buildings. Owners are responsible for any water leaks and damage that the water might cause to their strata lot or to the interior of adjacent strata lots or to the common property.
- (3) The purpose of this bylaw is to maintain a consistent general appearance in the development. It is understood that the use of the balcony enclosures is related to the weather allowing for greater use and is not intended to create additional habitable living area in the strata lot.

43. Severability

- (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.
- (2) For the purpose of interpretation of these bylaws and any amendments, additions or alterations to them:
- (a) **"the Act"** means the *Strata Property Act*, SBC, 1998, c.43, as amended;
 - (b) **"bylaw"** means a bylaw of the strata corporation;
 - (c) **"common property"** means
 - (i) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - (ii) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:

- (1) within a floor, wall or ceiling that forms a boundary
- (a) between a strata lot and another strata lot,
 - (b) between a strata lot and the common property, or
 - (c) between a strata lot or common property and another parcel of land, or
- (2) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
- (d) **“common expense”** means expenses relating to the common property and common assets of the strata corporation, or required to meet any other purpose or obligation of the strata corporation;
- (e) **“contingency reserve fund”** means a fund for common expenses that usually occur less often than once a year or that does not usually occur;
- (f) **“family member”** means:
- (i) a spouse of the owner, "spouse of the owner" includes an individual who has lived with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;
 - (ii) a parent or child of the owner, or
 - (iii) a parent or child of the spouse of the owner.
- (g) **“limited common property”** means common property designated for the exclusive use of the owners of one or more strata lots;
- (h) **“majority vote”** means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (i) **“occupant”** means a person, other than an owner or tenant, who occupies a strata lot;
- (j) **“owner”** means a person, including an owner developer, who is a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity :unless there is
- (i) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
 - (ii) a registered life estate, in which case it means the tenant for life;
- (k) **“reside”** means to spend more than 30 nights in a calendar year in a strata lot;

- (l) **“operating fund”** means a fund for common expenses that usually occur either once a year or more often than once a year;
- (m) **“regulations”** means the Strata Property Regulations of British Columbia;
- (n) **“residential strata lot”** means a strata lot designed or intended to be used primarily as a residence;
- (o) **“rule”** means a rule of the strata corporation;
- (p) **“strata corporation”** means strata corporation VIS 2254;
- (q) **“strata lot”** means a lot shown on a strata plan and everything contained within it that is not part of the common property;
- (r) **“tenant”** means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;
- (s) **“ $\frac{3}{4}$ vote”** means a vote in favour of a resolution by at least $\frac{3}{4}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting; and
- (t) **“unanimous vote”** means a vote in favour of a resolution by all the votes of all the eligible voters.

44. Hot Water Tanks

(1) Owners must:

- (a) ensure that their hot water tank is in proper operating condition at all times;
- (b) replace the tank within 6 years from the date of its installation, or such longer period as warranted by the manufacturer; and
- (c) within 7 days of receipt of a written request from the strata corporation, provide proof to the strata corporation of:
 - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 6 years; or
 - (ii) the replacement of the hot water tank in accordance with subsection (1)(b).

(2) If an owner fails or refuses to:

- (a) replace their hot water tank within 6 years from the date of its installation, or such longer period as warranted by the manufacturer contrary to subsection(1)(b); or
- (b) provide proof of:
 - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 6 years contrary to subsection (1)(c).; or

(ii) the replacement of the hot water tank in accordance contrary to subsection (1)(c).

then the strata corporation may enter onto the strata lot on seven (7) days written notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.

45. Access to strata lots

(1) Owners, tenants and occupants shall ensure that the strata corporation or its maintenance contractors shall have access to their strata lot at appointed times for the purpose of all necessary inspections, repairs, and/or maintenance of common systems, utilities, fireplaces and chimneys. Should access be denied at the appointed time, the strata corporation, through its council, may levy a fine of not more than seventy-five dollars (\$75.00) for each such occurrence and such fine shall be payable with the next month's assessment.

END OF DOCUMENT

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