

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

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**Strata Property Act  
Form I  
Amendment to bylaws  
(Sec 128)  
BRISTOL PARK / STRATA PLAN VIS 3192**

The Owners, Strata Plan VIS 3192 (BRISTOL PARK) certify that the following amendment to the bylaws of the strata corporation were approved by a  $\frac{3}{4}$  vote resolution passed in accordance with section 48 of the Strata Property Act at the Annual General Meeting held on November 16, 2016.

BE IT RESOLVED that the Strata Corporation repeal Bylaw 36 that states:

**Moving In or Out of the Building**

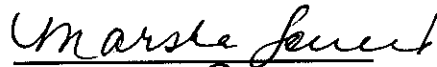

- 36 (1) Owners, tenants or occupants shall give the Strata Council at least seventy-two (72) hours' notice of their intention to move into or out of the building in order that the elevator pads may be hung in the elevator. A cash deposit of one hundred (\$100.00) dollars must be paid to the Strata Council to obtain the elevator key, such is refundable on the return of the keys and removal of the pads and provided that the elevator or pads have not been damaged.
- (2) For the effective management of moves at Bristol Park, residents will be required to select either a morning or afternoon timeslot. The morning timeslot for moves is from 8:00 am until noon, while the afternoon timeslot is from 1:00 pm until 5:00 pm.
- (3) Under no circumstances shall the main entrance to the building be left open and unattended during any move into or out of the building.
- (4) Owners shall pay a move in fee of one hundred (\$100.00) dollars for each time that they or any tenant moves into the building to cover the additional costs of cleaning, garbage removal and repairs to the common property. This fee shall be paid prior to the enterphone being programmed and a parkade code being provided to the occupant, if applicable.

BE IT RESOLVED that the Strata Corporation Adopt Bylaw 36 as follows to be included with all other registered bylaws of the Strata corporation:

**Moving In or Out of the Building**

- 36 (1) Owners, tenants or occupants shall give the Strata Council at least seventy-two (72) hours' notice of their intention to move into or out of the building.
- (2) Elevator pads must be hung in the elevator for moves in or out involving all 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floor units. The elevator key and pads must also be used for moving items to or from a storage locker, regardless of the floor on which the owners, tenants or occupants reside. A cash deposit of one hundred dollars (\$100.00) must be paid to the Strata Council to obtain the elevator key and pads, such is refundable upon the return of the key and the pads, provided that the elevator or pads have not been damaged.
- (3) Owners, tenants or occupants are required to select either a morning or afternoon timeslot for moving into or out of the building. The morning timeslot for moves is from 8:00 am until noon, while the afternoon timeslot is from 1:00 pm until 5:00 pm. Timeslots must be booked in all circumstances for the effective management of moves at Bristol Park, including moves involving 1<sup>st</sup> floor units.
- (4) Under no circumstances shall the main entrance to the building be left open and unattended during any move into or out of the building.
- (5) Owners shall pay a move in fee of one hundred dollars (\$100.00) for each time that they or any tenant moves into the building, serving to minimize the extra costs incurred with respect to cleaning, garbage removal and repairs to the common property. This fee shall be paid prior to the front enterphone being programmed.

This resolution is effective from the date of registration at the Land Title Office.

  
Strata Council  
  
Strata Council

## VICTORIA LAND TITLE OFFICE

Nov-25-2019 14:07:37.001

CA7887289

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

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

Vienna Kappell 27PCNF	Digitally signed by Vienna Kappell 27PCNF Date: 2019.11.25 13:14:37 -08'00'
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## 1. CONTACT: (Name, address, phone number)

Sabrina Hanousek Notary Corporation  
#201 - 2610 Douglas Street

Victoria

BC V8T 4M1

Document Fees: \$29.66

File No.: RPG VIS3192  
LTO# 822450  
Phone: 250-382-8880  
Vienna Kappell, Auth Agent

Deduct LTSA Fees? Yes 

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

Form-I Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, VIS3192**Related Plan Number: **VIS3192**

**Strata Property Act**  
**Form I**  
**Amendment to Bylaws**

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

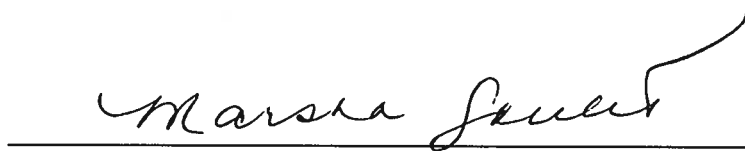
*(Section 128)*

The Owners, Strata Plan VIS3192 – Bristol Park certify that the following or attached amendments to the bylaws of the strata corporation were approved by resolution(s) passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on November 20, 2019



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Signature of Council Member



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

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

## **ATTACHMENT A**

Quorum at Special and Annual General Meetings:

The Owners, Strata Plan VIS 3192

Presented at the Annual General Meeting November 20<sup>th</sup>, 2019

### **RESOLUTION**

WHEREAS:

The owners wish to amend the existing bylaw to change the time from the one hour wait to hold the meeting if quorum is not present, to a one half hour wait.

#### **28 (2): Quorum at Special and Annual General Meetings:**

2. If, within fifteen minutes (15 minutes) from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further fifteen minutes (15 minutes) on the same day at the same place. If, within a further fifteen minutes (15 minutes) from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

Strata Property Act

Form I  
AMENDMENT TO BYLAWS  
(Section 128)

The Owners, Strata Plan VIS 3192 certify that the following or attached amendments to the by-laws of the strata corporation were approved by a general resolution passed in accordance with Section 128 of the Strata Property Act at an annual or special general meeting held on November 24, 2020

**11 - 1)**

**#5 - Bylaw addition – Repair and Maintenance of Property by Owner - Braided Washing Machine Hoses**

***BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS 3192 THAT BYLAW 3 (7), under Division 1 – Duties of Owners, Tenants, and Occupants, Repair and Maintenance of Property by Owner be added to the bylaws to read as follows:***

- 3 (7) Rubber washing machine hoses are a leak hazard and not permitted. Owners must replace existing rubber washer supply hoses with flexible braided steel hoses. Owners are required to provide proof of installation upon request of the Strata Council through Property Management. Replacement of existing rubber hoses must be completed by March 31, 2021. After that date, under no circumstances may an owner install a rubber hose.***

11 – 2)

**#6 - Bylaw Repeal and Replacement – Pets**

***BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS 3192 THAT BYLAW 5 (5), under Division 1 – Duties of Owners, Tenants, and Occupants, Pets be repealed and the following bylaw 5 (5) be added to the bylaws to read as follows:***

- 5 (5) Dog owners shall be solely responsible for the costs of any additional cleaning of common property made necessary by the activities of their dogs.***

11 – 3)

**Resolution #7 - Bylaw addition – Inform Strata Corporation**

***BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS 3192 THAT BYLAW 6 (6), under Division 1 – Duties of Owners, Tenants, and Occupants, Inform Strata Corporation be added, and the bylaws renumbered to read as follows:***

***6 (6) All owners shall be responsible for informing the Strata Corporation of the name, phone number, e-mail address (if any) and external mailing address (if any) of any individual taking up residence in their Strata lot, whether this person is a tenant, roommate, or an owner. This information must be provided to the Strata Corporation, through property management, within two (2) weeks of the individual taking up residence in a Strata lot.***

.....  
Signature of Council Member

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

May-25-2012 13:30:22.001

CA2560862

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 26 PAGES

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

Mary Catherine  
Murrell BV3EZY

Digitally signed by Mary Catherine  
Murrell BV3EZY  
DN: c=CA, cn=Mary Catherine Murrell  
BV3EZY, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=BV3EZY  
Date: 2012.05.25 13:15:07 -07'00'

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

GIBRALTAR MANAGEMENT CORPORATION

250-380-3815

UNIT 201 - 284 NANAIMO STREET

VICTORIA

BC V8T 4W9

Document Fees: \$23.90

Deduct LTSA Fees? Yes 

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

Form-I Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY OF STRATA PLAN VIS3192**Related Plan Number: **VIS3192**



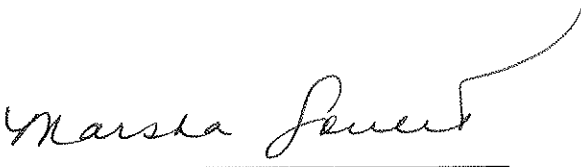
**Strata Property Act**  
**FORM I**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

The Owners, Strata Plan VIS 3192 certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed by a  $\frac{3}{4}$  vote in accordance with section 128 of the *Strata Property Act* at a Special General Meeting held on Thursday, May 17, 2012:

RESOLVED, as a THREE-QUARTER (3/4) vote of the owners of Strata Plan VIS 3192, that the consolidated Bylaws attached hereto be adopted as the Bylaws of Strata Plan VIS 3192 under the *Strata Property Act, SBC 1998, Chapter 43*, and that they replace the Bylaw package filed in the Victoria Land Title Office on December 20, 2001, along with all subsequent amendments.

RESOLVED, as a THREE-QUARTER (3/4) vote of the owners of Strata Plan VIS 3192, that, on the adoption of the Bylaws referred to in Resolution #3 above and its filing in the Victoria Land Title Office, all previous Bylaws shall be repealed.

**REFER TO ATTACHED BYLAWS INDEX AND BYLAWS PAGES 1 to 23**

  
\_\_\_\_\_  
Signature of Council Member STRATA PRESIDENT

  
\_\_\_\_\_  
Signature of Second Council Member STRATA VICE PRESIDENT

STRATA PLAN VIS 3192 BYLAWS  
BRISTOL PARK

I N D E X

Division 1 - Duties of Owners, Tenants, and Occupants

- 1 Payment of Strata Fees
- 2 Interest on Late Payment
- 3 Repair and Maintenance of Property by Owner
- 4 Use of Property
- 5 Pets
- 6 Inform Strata Corporation
- 7 Obtain Approval Before Altering a Strata Lot
- 8 Obtain Approval Before Altering Common Property
- 9 Permit Entry to Strata Lot

Division 2 - Powers and Duties of Strata Corporation

- 10 Repair and Maintenance of Property by Strata Corporation

Division 3 - Council

- 11 Council Size
- 12 Council Members' Terms
- 13 Removing Council Member
- 14 Replacing Council Member
- 15 Officers
- 16 Calling Council Meetings
- 17 Quorum of Council
- 18 Voting at Council Meetings
- 19 Council to Inform Owners of Minutes
- 20 Delegation of Council's Powers and Duties
- 21 Spending Restrictions
- 22 Fiscal Year of Strata Corporation
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Division 4 - Enforcement of Bylaws and Rules

- 24 Maximum Fine
- 25 Continuing Contravention
- 26 Owner Liable for Legal Costs
- 27 Small Claims Actions

Division 5 - Annual and Special General Meetings

- 28 Quorum at Special and Annual General Meetings
- 28.1 Person to Chair Meeting
- 29 Voting
- 30 Order of Business

Division 6 - Rental Restrictions

- 31 Rental Restriction Bylaw

Division 7 - Insurance

- 32 Insurance

Division 8 - Miscellaneous

- 33 Ingress, Egress & Parking
- 34 Bicycles
- 35 Sale of Strata Lots
- 36 Moving In or Out of the Building
- 37 Fees Payable for Records
- 38 Severability

**STRATA PLAN VIS 3192 BYLAWS  
BRISTOL PARK**

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

**Payment of Strata Fees**

- 1 (1) An owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.
- (2) Owners shall provide a series of twelve (12) post dated cheques, or authorize electronic debit for payment of their monthly assessments to the property management company annually.
- (3) A charge of twenty-five (\$25.00) dollars shall be made against an owner for any NSF cheque issued by that owner.

**Interest on Late Payment**

- 2 (1) The Strata Corporation may charge interest at the rate of ten (10) per cent per annum, compounded annually, on all late assessments.
- (2) The Strata Corporation may charge interest at the rate of ten (10) per cent per annum compounded annually, on all late special levies.

**Repair and Maintenance of Property by Owner**

- 3 (1) An owner must repair and maintain the owner's Strata lot except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws. The owner's obligations include the regular cleaning of the surface of the patio or balcony periodically during the year in accordance with the Remediation Maintenance Manual and the cleaning of windows accessible from the patio or balcony. Owners must also keep the drains clear of debris to prevent flooding.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (3) An owner must maintain, repair and replace any additions or alterations made to their Strata lot, the common property or limited common property.
- (4) Deleted.
- (5) Owners shall be solely responsible for the costs of repairing any and all damage that occurs to their Strata lot, the common property or any other Strata lot as a result of the failure of their hot water tank and/or washing machine hoses. On the installation of all new hot water tanks the owner shall also install an overflow pan.
- (6) Plastic dryer vent hoses are a fire hazard and not permitted. Owners must replace existing plastic hoses with flexible aluminium hoses. Owners are required to provide proof of installation upon request of the Strata Council. Replacement of existing plastic hoses must be completed by December 31, 2010. After that date, under no circumstances may an owner install a plastic hose.

**Use of Property**

- 4 (1) An owner, tenant, occupant or visitor must not use a Strata lot, the common property or common assets contrary to any of the following Bylaws:

- (a) in a way that causes a nuisance or hazard to another person;
- (b) in a way that causes unreasonable noise, and in all cases sound normally emitted by radios, televisions and stereos must be reduced to a very low level, and the use of dishwashers and clothes washers and clothes dryers is prohibited 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 annoy, harass or disturb any other owner, tenant or occupant;
- (d) 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;
- (f) owners, tenants and occupants shall not permit anything to be done in or about any Strata lot or the common property which will increase the risk of fire or the rate of fire insurance premiums;
- (g) owners, tenants and occupants may place Christmas decorations on their patio or balcony during the months of December and January only. No natural Christmas trees shall be used in the Strata Corporation building;
- (h) owners, tenants and occupants shall not allow their patio or balcony to become untidy or unsanitary, nor shall any owner, tenant or occupant place any rubbish, garbage, boxes or debris on the common property. Such items placed on the common property by an owner, tenant or occupant shall be removed by the Strata Council and the cost of doing so shall be charged to the owner;
- (i) except when actually in use, no owner tenant or occupant shall leave water running in their Strata lot;
- (j) owners, tenants and occupants shall not use a waterbed in any Strata lot unless the same is approved in writing by the Council and appropriate insurance is placed against water damage;
- (k) owners, tenants and occupants shall not shake any mops, rags or rugs from any window, door, balcony or patio and no dirt, dust, rubbish or litter of any kind shall be swept from or thrown from any balcony, window or door;
- (l) owners, tenants and occupants shall not feed wild birds from their Strata lot or the common property;
- (m) owners shall not store in or about their Strata lot or the common property any inflammable, explosive or hazardous materials provide that this shall not apply to one certified propane cylinder;
- (n) owners, tenants and occupants shall use their Strata lot as a single family residence for not more than three (3) persons only. Boarders and roommates are not permitted. In addition, owners, tenants and occupants shall not conduct any business or commercial activity from their Strata lot which necessitates the attendance by members of the public at their Strata lot. For the purposes of this Bylaw, the term 'boarders and roommates' is defined as any occupant of a Strata lot who is not a registered owner of the Strata lot, or a 'family member' of a registered owner as that term is defined by the *Strata Property Regulation*;

- (o) all personal property left on the common property, including any assigned storage lockers, shall be left at the sole risk of the owner, tenant or occupant;
- (p) owners, tenants and occupants shall not affix anything to the exterior of the Strata Corporation building including, without restricting the generality of the foregoing, any radio, telephone or television antennae or receiving dish nor shall they post or display any sign, banner, poster or other material save and except as permitted under Federal and Provincial Election laws;
- (q) owners, tenants and occupants shall not affix anything to the exterior of the building and in no case shall the install air conditioners or fans in any window opening or doorway;
- (r) owners, tenants and occupants shall not 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;
- (s) owners, tenants and occupants shall not leave personal property, of any kind, in or about the common property other than in assigned storage lockers and in no case shall bicycles, skateboards, two wheeled scooters, roller blades or similar devices be used or operated on the common property including the hallways, elevator, and lobby/entrance areas;
- (t) owners, tenants and occupants shall not use charcoal barbecues in or about any Strata lot or the common property. Gas or electric barbecues are permissible provided that their use does not constitute a nuisance;
- (u) owners, tenants and occupants shall not remove the existing vertical blinds on the exterior windows unless the same are replaced with vertical blinds of the same exterior colour (beige), which have been approved by the Strata Council. In addition to the vertical blinds, owners, tenants and occupants may add plain sheers that are beige in colour (no patterns), or plain curtains that are beige in colour (no patterns), or plain beige toppers (no patterns). Any person who has obtained previous approval by the Strata Council for their window coverings will not need to submit a new approval request. Owners, tenants and occupants must also keep all window coverings tidy. Owners wishing to tint their windows shall only use Sun-Gard Solar Control Window Film, colour code IQue 68, manufactured by Film Technologies International Inc. Owners, tenants and occupants must obtain the Strata Council's written consent prior to window tinting, and the installation must be undertaken by a qualified professional;
- (v) owners, tenants and occupants shall not at any time smoke while on the interior common property, including the stairwells, halls, elevators and lobby/entrance areas and the underground parking structure;
- (w) owners, tenants, and occupants are prohibited from installing heatilators in their fireplaces and are prohibited from disconnecting the gas flow meter;
- (x) owners, tenants and occupants shall not in any case enclose any balcony or patio;
- (y) owners, tenants and occupants with Strata lots above the ground floor shall not remove carpeting unless the same is replaced with carpeting and underlay of the same or better quality. Owners, tenants and occupants with Strata lots above the ground floor shall not remove linoleum unless the same is replaced with linoleum and underlay of the same or better quality. And in no case shall hardwood or laminate flooring be installed;
- (z) owners, tenants and occupants with Strata lots above the ground floor shall not install soaker or oversize bathtubs in their Strata lots;

- (aa) owners, tenants and occupants shall only dispose of garbage and refuse in the bins supplied by the Strata Corporation. They shall also follow all rules relating to recycling of glass, plastic and cardboard. If they wish to dispose of anything that is too big to fit into the Strata Corporation garbage bin, such as old furniture, then it shall be their sole responsibility to ensure that these items are removed from the common property at their expense;
  - (bb) owners, tenants and occupants shall not under any circumstances screw, nail or otherwise attach in any fashion whatsoever anything to the exterior of the Strata Corporation building without the written consent of the Strata Council and the remediation warranty provider and shall, in all cases where they do so, be solely responsible for any costs of any engineering inspection and repairs and for any other damages or expenses of any kind that may accrue as a result of such action;
  - (cc) owners, tenants and occupants shall turn off the main water supply to their Strata lot and the electricity to their hot water heater, if they are to be away from their Strata lot for a period in excess of seven (7) days; and
  - (dd) owners, occupants and tenants shall not sublet the storage locker assigned to them by the Strata Council.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

### **Pets**

- 5 (1) An owner, tenant, occupant or visitor must not keep any exotic pets and must not keep any pets on a Strata lot other than the following:
- (a) one (1) dog up to a maximum weight of nine (9) kilograms; or
  - (b) one (1) dog up to a maximum weight of nine (9) kilograms and one indoor cat; or
  - (c) two (2) indoor cats.
- (2) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property, or on land that is a common asset.
- (3) An owner, tenant, occupant or visitor must remove any excrement deposited by the pet on the common property.
- (4) Common property and land that is a common asset must not be used on a continual basis for a pet to relieve itself.
- (5) Dog owners shall be charged a monthly amount to be set by the Strata Council at the start of each fiscal year to cover the cost of one extra carpet cleaning, and which amount is to be based on the cost of one additional carpet cleaning each year divided by the number of Strata lots with dogs. Dog owners shall pay the additional amount with their monthly Strata fees. This fee will be reviewed on an annual basis and may be increased to cover any increase in costs associated with the additional carpet cleaning.
- (6) 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 owner, tenant, occupant or visitor in accordance with these Bylaws and any applicable law. Accidents are to be reported to

Council or property management forthwith, so that action may be taken in a timely fashion to ensure that permanent damage to common areas is avoided.

- (7) Should the Strata Council receive two (2) successive complaints (which must be in writing), it will investigate the complaints. If any permitted pets are found to be a nuisance, then the owner, tenant or occupant shall remove such pet from the Strata property on fourteen (14) days' written notice. For the purposes of this Bylaw, a nuisance includes, but is not limited to, acting aggressively, creating excessive noise or causing damage to the common property or limited common property. The Strata Council has the right to require an owner, tenant, occupant or visitor to remove any pet that is not permitted by these Bylaws from the Strata property on fourteen (14) days' written notice.
- (8) An owner, tenant or occupant that keeps a pet in a Strata lot, either permanently or temporarily, shall register that pet with the Strata Council within two weeks of it being in the Strata lot. The written notice (to be signed by the owner, tenant or occupant) must include the name of the pet, its breed, colour and the Strata lot number in which the pet is kept, as well as the name and telephone number of the pet owner. For dogs only, its weight must be included in the notice. To complete the registration process, a picture of the pet(s) must be submitted with the notice to the Strata Council.

#### **Inform Strata Corporation**

- 6 (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, Strata lot number, phone number, e-mail address (if any) and mailing address outside the Strata plan (if any).
- (2) On request by the Strata Corporation, a tenant or occupant must inform the Strata Corporation of his or her name, phone number, e-mail address (if any) and in which Strata lot they are living.
- (3) All owners, tenants and occupants shall inform the Strata Corporation of the full name, phone number, street address, and e-mail of an emergency contact person who lives within thirty (30) kilometres of the Strata Corporation.
- (4) Prior to possession of a Strata lot by an occupant or tenant, an owner shall deliver to the occupant or tenant the current Bylaws and House Rules of the Strata Corporation, and a Notice of Tenant's Responsibilities in Form K.
- (5) Within two (2) weeks of renting a Strata lot, the owner shall give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant in accordance with section 146 of the *Strata Property Act*.

#### **Obtain Approval Before Altering a Strata Lot**

- 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) chimneys, 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 surrounding a patio, balcony or yard;

- (f) common property located within the boundaries of a Strata lot; and
  - (g) those parts of the Strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) 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 relation to the alteration. It shall also be an express term and condition of any approval that such changes are approved in writing by the warranty provider under the building remediation warranty. If they are not approved, then the changes may not be made and approval may be denied or withdrawn. The owner is also responsible for the costs of all engineering consultations, building permits and the like respecting any proposed change(s), and copies of all such documentation must be provided to the Strata Council.

#### **Obtain Approval Before Altering Common Property**

- 8 (1) An owner must obtain the approval of the Strata Corporation by a three-quarter (3/4) vote before making an alteration to common property, including limited common property, or common assets and in no case shall a change be made to the exterior of the building that will in any way void or limit the repair warranty obtained by the owners as part of the building remediation.
- (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.

#### **Permit Entry to Strata Lot**

- 9 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the *Strata Property Act*, or
  - (c) at a reasonable time, on 48 hours' written notice, to ensure that the owner, tenant or occupant is complying with the *Strata Property Act*, the *Regulations*, Bylaws and Rules or to allow the Strata Council to read individual gas meters.
- (2) The notice referred to in subsections (1) (b) and (c) must include the date and approximate time of entry, and the reason for entry.
- (3) Gas meters will be read by the Strata Council semi-annually and billed to each owner accordingly. Council must attend at the Strata lots to read each meter. Gas invoices are due within thirty (30) days upon receipt of invoice. Failure to remit payment within thirty (30) days will result in the monthly assessment of late payment charges of \$25.00 to each and every gas invoice that has not been completely paid.
- (4) If, after the Strata Council has provided written notification that it has attended three (3) times to take the gas meter reading and access continues to be denied, a fine may be levied.
- (5) In the event that the Strata Council cannot obtain an accurate gas meter reading due to the failure of the meter, the owner, tenant or occupant will be invoiced an amount based on the average of that Strata lot's last three (3) invoices.



## Division 2 - Powers and Duties of Strata Corporation

### Repair and Maintenance of Property by Strata Corporation

- 10 (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of the building;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards.
  - (d) a Strata lot, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Provided always that the Strata Corporation is not obligated to maintain, repair or replace any improvements made by an 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

### Council Size

- 11 (1) The Strata Council shall consist of not less than three (3) or more than seven (7) members.

### **Council Members' Terms**

- 12** (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. Only one owner of a Strata lot with more than one owner may serve on the Council at any time.
- (2) A person whose term as Council member is ending is eligible for re-election.
- (3) An owner may not stand for election to the Strata Council or continue to sit on the Strata Council if they are in arrears on the payment of their assessments for a period in excess of one (1) month and the Strata Corporation is in a position to file a lien on his/her Strata lot under section 116 of the *Strata Property Act*.
- (4) All Council members must abide by and sign a confidentiality agreement in the form attached as Schedule 'A' to these Bylaws (the 'Confidentiality Agreement') at the commencement of each term on Council. All Council members must also abide by the Terms of Reference in the form attached as Schedule 'B' to these Bylaws. Non-compliance with the Confidentiality Agreement may result in the Strata Corporation taking legal action against the non-compliant Council member or former Council member.

### **Removing Council Member**

- 13** (1) Unless all the owners are on the Council, the Strata Corporation may, by a Resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (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. The member being removed may not stand for re-election or for election for the next fiscal year.

### **Replacing Council Member**

- 14** (1) If a Council member resigns, the remaining members of Council may appoint a replacement Council member for the remainder of the term.
- (2) If a Council member is unwilling or unable to act for a period of sixty (60) or more days, that Council member is deemed to have resigned, and the remaining members of Council may appoint a replacement Council member for the remainder of the term.
- (3) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (4) Council may appoint a Council member under this section, even if the absence of the member being replaced leaves the Council without a quorum.
- (5) If all the members of the Council resign or are unwilling or unable to act for a period of sixty (60) days, persons holding at least twenty-five (25) per cent of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the *Strata Property Act*, the *Strata Property Regulations* and the Bylaws respecting the calling and holding of meetings.

### **Officers**

- 15** (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.

- (2) A person may hold more than one office at a time, but one person may not hold the offices of both President and Vice-President at the same time.
- (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.
- (4) If any officer is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term. If the officer is the President then his/her duties would be fulfilled by the Vice-President and a new Vice-President would be appointed.

### **Calling Council Meetings**

- 16** (1) Any Council member may call a Council meeting by giving the other Council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
  - (3) A Council meeting may be held on less than one (1) week's notice if
    - (a) all Council members consent in advance of the meeting; or
    - (b) the meeting is required to deal with an emergency situation, and all Council members either
      - (i) consent in advance of the meeting; or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) For confidentiality reasons, owners may not attend Council meetings without the consent of the Council.

### **Quorum of Council**

- 17** (1) A quorum of the Council is:
  - (a) two (2), where the Council consists of three (3) or four (4) members;
  - (b) three (3), where the Council consists of five (5) or six (6) members; or
  - (c) four (4), where the Council consists of seven (7) members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

### **Voting at Council Meetings**

- 18** (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
  - (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

**Council to Inform Owners of Minutes**

- 19 The Council must inform owners of the Minutes of all Council meetings within two (2) weeks of the meeting, whether or not the Minutes have been approved.

**Delegation of Council's Powers and Duties**

- 20 (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent;
  - (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.

**Spending Restrictions**

- 21 (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Pursuant to section 82 of the *Strata Property Act, SBC 1998, Chapter 43*, the Strata Council may not make any expenditure for personal property or dispose of personal property that is not provided for in the budget or approved by three-quarter (3/4) vote unless the value of such personal property was less than two thousand five hundred (\$2,500.00) dollars.
- (3) Pursuant to section 98 of the *Strata Property Act, SBC 1998, Chapter 43*, the Strata Council may not make any expenditure that is not provided for in the budget or approved by three-quarter (3/4) vote unless the annual amount of such expenditure is less than ten thousand (\$10,000.00) dollars, provided always should any single expenditure be more than five thousand (\$5,000.00) dollars such expenditure will require the approval of the owners by a three-quarter (3/4) vote.
- (4) Notwithstanding subsections (1), (2) and (3), the Strata 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.

**Fiscal Year of Strata Corporation**

- 22 The fiscal year of the Strata Corporation shall be October 1st through September 30th in each year unless this Bylaw is amended.

### Limitation on Liability of Council Member

- 23 (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Provided the Council member has acted honestly and in good faith, the Strata Corporation shall indemnify the Council member for their reasonable legal costs in responding to any claim of wrongdoing on a solicitor and own client basis.

### Division 4 - Enforcement of Bylaws and Rules

#### Maximum Fine

- 24 The Strata Corporation may fine an owner or tenant a maximum of
- (a) up to two hundred (\$200.00) dollars, in the discretion of the Strata Council, for each contravention of a Bylaw (save and except for a Rental Bylaw where the fine may be not more than five hundred (\$500.00) dollars);
- (b) up to fifty (\$50.00) dollars, in the discretion of the Strata Council, for each contravention of a Rule;
- (c) in addition the above fines, the Strata Council may levy a fine of up to five hundred (\$500.00) dollars for a breach of the Rental Restriction Bylaw.

#### Continuing Contravention

- 25 (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.

#### Owner Liable for Legal Costs

- 26 (1) Should the Strata Corporation take any legal action, arbitration or collections actions with respect to a breach by an owner, tenant or occupant of the *Strata Property Act*, the *Strata Property Regulations*, the Bylaws or the House Rules or any amendments thereto and be successful, then the owner of the Strata lot shall save the Strata Corporation harmless against any and all costs and expenses required to pursue such action or arbitration, or to collect such arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133 (2) of the *Strata Property Act*, 'reasonable costs of remedying the contravention' of the Strata Corporation's Bylaws or House Rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses as between a solicitor and his own client or on a full indemnity basis.
- (3) Any legal costs or expenses so incurred by the Strata Corporation may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

### Small Claims Actions

- 27 The Strata Council may commence and maintain small claims actions to recover monies owing to them without the necessity of having the same approved by a three-quarter (3/4) vote.

### Division 5 - Annual and Special General Meetings

#### Quorum at Special and Annual General Meetings

- 28 (1) Pursuant to section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be one-third (1/3) of the eligible owners.
- (2) If, within one-half hour (30 minutes) from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further one-half hour (30 minutes) on the same day and at the same place. If, within a further one-half hour (30 minutes) from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

#### Person to Chair Meeting

- 28.1(1) Annual and Special General Meetings may be chaired by the President of the Council.
- (2) If the President of the Strata Council is unwilling or unable to act, the meeting may be chaired by the Vice-President of the Strata Council.
- (3) If neither the President nor the Vice-President of the Strata Council is able or willing to chair the meeting or if they request that a chair be elected, a chair must be elected by the eligible voters present in person or by proxy from among those eligible voters who are present at the meeting, or the property manager may be elected to chair the meeting.

#### Voting

- 29 (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, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) No owner may vote at an Annual or Special General Meeting except in cases of a unanimous vote where the Strata Corporation is entitled to file a lien on his/her Strata lot under section 116 for non-payment of assessments or a special levy.

- (8) Tenants may not attend any Annual or Special General Meeting unless they have a deemed assignment of the owners rights under the *Strata Property Act*, a specific assignment as required by the *Strata Property Act* or hold a proxy.

### Order of Business

30 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) ratify any new Rules made by the Strata Corporation under section 125 of the *Strata Property Act*;
- (h) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an Annual General Meeting;
- (i) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an Annual General Meeting;
- (j) deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;
- (k) elect a Council, if the meeting is an Annual General Meeting; and
- (l) terminate the meeting.

### Division 6 - Rental Restrictions

#### Rental Restriction Bylaw

- 31 (1) Pursuant to section 141 (2) of the *Strata Property Act*, SBC 1998, c. 43, no more than nine (9) Strata lots may be leased or rented at any time.
- (2) The above restriction shall be enforced and administered by the Strata Council.
- (3) An owner, wishing to lease their Strata lot shall apply in writing to the Strata Council for permission to do so. The Council will then advise the owner whether there are any rentals permitted under the Bylaw. If there are no rental vacancies then available, the owner may request that they be added to a waiting list, and that the Strata Council advise them in writing the next time a rental vacancy becomes available. If there are owners on the waiting list, the Strata Council shall grant permission to rent based on the waiting list and shall offer rental permission to owners on the list in order of date of application. Permission to rent a suite does not constitute permission to lease or rent in perpetuity. At the end of each tenancy arrangement, if the owner wishes to lease or rent the suite again, that owner shall apply in writing to the Strata Council for permission to do so. The Council will then advise the owner whether there are any rentals permitted under the Bylaw.

- (3.1) Owners shall not rent their Strata lot for a period of less than twelve (12) months.
- (4) An owner receiving permission to lease or rent shall do so within a period of sixty (60) days of the date of such letter of permission. An owner failing to do so must reapply.
- (5) Owners shall not permit their Strata lot to be sublet.
- (6) In accordance with the fine Bylaw, a fine of not more than five hundred (\$500.00) dollars may be levied for a breach of this Bylaw and all other terms and conditions of the fine Bylaw shall apply hereto.

#### **Division 7 - Insurance**

##### **Insurance**

- 32 (1) The Strata Corporation must maintain errors and omissions – ‘Officers & Directors’ liability insurance in an amount of not less than \$1,000,000.00.
- (2) Owners acknowledge that they are solely responsible for carrying third party liability insurance for their Strata lot and excess insurance coverage for improvements made to the fixtures, fitting and finish of their Strata lot over and above that originally constructed by the developer and each owner shall be solely responsible to insure any and all such improvements. Owners are also responsible for the payment of any deductible under their own policy of insurance.

#### **Division 8 - Miscellaneous**

##### **Ingress, Egress & Parking**

- 33 (1) Owners, tenants and occupants 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. There is a fifteen (15) minute time limit for parking in the turnaround at the front of the building for loading and unloading.
- (2) All motor vehicles shall park in designated parking stalls only.
- (3) No repair work of any kind shall be undertaken on any motor vehicle on the common property. The owner of vehicles that leak fluids on the common property shall clean up the same within seven days of notice, failing which it shall be cleaned up by the Strata Council and charged to the owner.
- (4) Only licensed and insured motor vehicles shall be parked in the parking area and in no case shall recreational vehicles of any kind or boats, save and except that 17 1/2 foot boat owned by Mr. Salkus in suite 416, be stored in this area.
- (4.1) Owners, tenants and occupants shall not park any uninsured, derelict or unserviceable motor vehicles, including, but not limited to, cars, trucks, trailers, and motorcycles in the underground parkade.
- (4.2) The Strata Council may require an owner, tenant, occupant, guest or visitor to provide to the Strata Council proof of insurance for any vehicle parked on the common property or the limited common property. If so requested, the owner, occupant, tenant, guest or visitor must provide to the Strata Council proof of insurance, in writing, for any vehicle parked on the common property or the limited common property.
- (5) Motor Vehicles shall not be operated at a speed in excess of ten (10) kilometres per hour while on the common property.



- (6) Owners, tenants and occupants shall not leave or store any personal property of any kind, including without restricting the generality of the foregoing, any furniture, lumber, crates, cardboard or similar materials in any parking stall or on the common property.
- (7) Reserved parking shall be allotted by the Strata Council on the basis of one parking stall for each Strata lot. Parking stalls are for residents' vehicles only, and each and every vehicle parked in the underground must be registered with the Strata Council. Enterphone access codes will only be provided to those residents with vehicles. Upon the sale of a Strata lot, the right to use of an allotted parking stall shall end and the Strata Council shall allot a new parking stall to the purchaser. Additional reserved parking may be allotted, if available, by the Council for a period of not more than one (1) year for a user fee to be determined by the Strata Council from time to time and set out in a Rule.
- (8) Owners, tenants and occupants shall not store any inflammable or explosive material in their parking stall.
- (9) Owners, occupants and tenants shall not sublet their parking stalls. Visitor parking shall be used for guests only and such use shall be limited to a period of not more than seven (7) days unless a longer period is approved by the Strata Council. A user fee to be charged as set out in a rule for use over seven (7) days.
- (10) Owners, tenants and occupants shall not park in the visitor parking stalls at any time.
- (11) The Strata Council may have any vehicle violating these Bylaws towed at the owner's expense.
- (12) Owners, tenants and occupants must, prior to entering the parkade, stop and enter their four-digit code. Following another resident into the parkade, without entering the code, is not permitted. For security reasons, owners, tenants and occupants must wait at the gate until it completely closes before leaving the gate area.
- (13) Owners shall be responsible for all costs for additional entry system programming required and/or additional keys.
- (14) Owners, tenants and occupants shall not rent, lease or otherwise provide a parking space assigned by the Strata Corporation.

### **Bicycles**

- 34** (1) Owners, tenants and occupants may store their bicycles in their assigned storage locker, in the storage locker room using a Strata Council approved mounting system (at the expense of the owner, tenant or occupant), or on their patio or balcony. If the owner, tenant or occupant moves after having obtained a mounting system in the storage locker room, the mounting system becomes the property of the Strata Corporation and it cannot be removed.
- (1.1) Owners, tenants and occupants wishing to rent a bike rack in the storage locker room shall apply in writing to the Strata Council. The Strata Council will then advise whether there are any bike racks available for rental. If none are available, the owner, tenant or occupant may request that they be added to a waiting list. When a bike rack becomes available, the Strata Council will assign the rack based on the waiting list. The cost per annum for the rental of a bike rack is \$60.00. That amount is due and payable at the beginning of each fiscal year. Rentals commencing part way through the fiscal year will not be pro-rated and refunds will not be granted. Bike racks shall not be sublet. When the owner, tenant or occupant renting the rack moves or ceases to own a bike, the right reverts back to the Strata Corporation to rent the rack to another owner, tenant or occupant. Rental fees do not apply to owners, tenants or occupants, who purchased and installed their own bike racks. Additional bike racks may not be installed by owners, tenants or occupants due to unavailability of space.

- (2) Owners, tenants and occupants must carry their bicycle on all common areas within the building. Owners, tenants and occupants will be responsible for any damage caused by their bicycles, and for any cleaning required as a result of the bicycle.

### **Sale of Strata Lots**

- 35 (1) Owners shall notify the Strata Council prior to listing their Strata lot and shall provide them with the name, address and telephone number of the realtor. Realtor lock boxes are not permitted on common property. Fobs must be locked in a secure location inside the office of the listing realtor.
- (2) A Homes for Sale board is provided by the Strata Council at the front of the development. Owners and their realtors must post a sales message on the board if room is available. Details on the exact size of individual signs, the material to be used and the names of firms who make up suitable signs may be obtained from the Strata Corporation property manager.
- (3) Open houses shall be held only between the hours of 9:00 am and 5:00 pm. Showings shall not be made later than 8:00 pm.
- (4) Prospective purchasers are to be accompanied at all times while on the common property and in no case shall entrance doors be propped open or left unlocked and unattended.
- (5) Realtors and prospective purchasers must comply with the Bylaws and Rules relating to parking and may only park on the street or in guest parking if it is available.
- (6) Upon listing a Strata lot for sale, owners, tenants and occupants must instruct their realtor to obtain a service provider fob from the Strata Council. The fob is subject to a one hundred (\$100.00) dollar cash deposit, which will be refunded upon the return of the fob to the Strata Council. Owners, tenants and occupants are prohibited from providing fobs to realtors. Owners, tenants and occupants are also prohibited from accepting a service provider fob from a realtor.

### **Moving In or Out of the Building**

- 36 (1) Owners, tenants or occupants shall give the Strata Council at least seventy-two (72) hours' notice of their intention to move into or out of the building in order that the elevator pads may be hung in the elevator. A cash deposit of one hundred (\$100.00) dollars must be paid to the Strata Council to obtain the elevator key, such is refundable on the return of the keys and removal of the pads and provided that the elevator or pads have not been damaged.
- (2) For the effective management of moves at Bristol Park, residents will be required to select either a morning or afternoon timeslot. The morning timeslot for moves is from 8:00 am until noon, while the afternoon timeslot is from 1:00 pm until 5:00 pm.
- (3) Under no circumstances shall the main entrance to the building be left open and unattended during any move into or out of the building.
- (4) Owners shall pay a move in fee of one hundred (\$100.00) dollars for each time that they or any tenant moves into the building to cover the additional costs of cleaning, garbage removal and repairs to the common property. This fee shall be paid prior to the enterphone being programmed and a parkade code being provided to the occupant, if applicable.

### **Fees Payable for Records**

- 37 The Strata Corporation may charge a fee of twenty-five (\$.25) cents per page for copies of documents or records that are requested by an owner. In addition, they may charge the sum of fifteen (\$15.00) dollars for a Certificate of Payment, Form F, and thirty-five (\$35.00) dollars for a Certificate of the Strata Corporation, Form B.

**Severability**

- 38** 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 give them the broadest meaning possible and all such heading, paragraphs and subparagraphs shall remain in force and effect.

**SCHEDULE A**

**STRATA PLAN VIS 3192  
535 MANCHESTER ROAD  
VICTORIA, BRITISH COLUMBIA V8T 5J1**

**CONFIDENTIALITY AGREEMENT****BETWEEN**

Strata Plan VIS 3192 of 201 - 2840 Nanaimo Street, Victoria, BC V8T 4W9  
(the 'Strata Corporation')

**OF THE FIRST PART****AND**

---

(the 'Council Member')

**OF THE SECOND PART****BACKGROUND**

1. The Strata Corporation and the Council Member desire to enter into this Confidentiality Agreement (the 'Agreement') with regard to the use of confidential information provided to the Council Member by the Strata Corporation for the sole purpose of acting as a Strata Council member (the 'Permitted Purpose').
2. In connection with the Permitted Purpose, the Council Member will receive certain confidential information (the 'Confidential Information').

**IN CONSIDERATION OF** and as a condition of the Strata Corporation providing the Confidential Information to the Council Member, the parties to this Agreement agree as follows:

**1. Confidential Information**

- a. All written and oral information and materials disclosed or provided by the Strata Corporation to the Council Member under this Agreement is Confidential Information.
- b. Confidential Information means all data and information relating to the business and management of the Strata Corporation, including personal information about owners, tenants and occupants, etc.

**2. Confidential Obligations**

- a. Except as otherwise provided in this Agreement, the Council Member must keep the Confidential Information confidential and shall not disclose the Confidential Information to any other person who is not themselves a current Council Member.

**CONFIDENTIALITY AGREEMENT - PAGE 2**

- b. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Strata Corporation.
- c. The Council Member shall only use the Confidential Information for the Permitted Purpose.
- d. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Council Member in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of (i) the Council Member's term as a Council Member and (ii) this Agreement and those obligations will last indefinitely.
- e. The Council Member agrees to retain all Confidential Information at his/her usual place of residence, and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is not the property of the Council Member. All reasonable steps will be taken (including but not limited to creating and utilizing a separate e-mail account for the Permitted Purpose) to ensure that the Confidential Information (including electronic records) does not become accessible to persons to whom disclosure may not be made, as set out in this Agreement.

**3. Remedies**

- a. The Council Member agrees and acknowledges that the Confidential Information is of a confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Strata Corporation, its owners, tenants and occupants, etc. Accordingly, the Council Member agrees that the Strata Corporation is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Council Member and any agents of the Council Member, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

**4. Return of Confidential Information**

- a. The Council Member will keep track of all Confidential Information provided to him/her and the location of such information. The Strata Corporation may at any time request the return of all Confidential Information from the Council Member. Upon the request of the Strata Corporation, or in the event that the Council Member ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Council Member will:
  - i. return all Confidential Information to the Strata Corporation and will not retain any copies of this information;
  - ii. destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Council Member's review of the Confidential Information, including electronic copies; and

CONFIDENTIALITY AGREEMENT - PAGE 3

- iii. provide a certificate to the Strata Corporation that such materials have been destroyed or returned, as the case may be.

DATED at the City of Victoria, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Strata Corporation Representative

\_\_\_\_\_  
Council Member

Full Name (please print):  
\_\_\_\_\_

Full Name (please print):  
\_\_\_\_\_

**SCHEDULE B**

**STRATA PLAN VIS 3192  
535 MANCHESTER ROAD  
VICTORIA, BRITISH COLUMBIA V8T 5J1**

**TERMS OF REFERENCE AND CODE OF CONDUCT  
FOR THE  
BRISTOL PARK STRATA COUNCIL**

**A. Membership**

The owners of Strata Plan VIS 3192 each year elect a Strata Council ('Council') at the Annual General Meeting. Each and every Council will contain a President, Vice President, Treasurer, Secretary and possibly Members-at-Large. A Council member may hold more than one office, but one person may not hold the offices of both President and Vice President at the same time.

**B. Leadership**

The President is expected to provide leadership to Council and is the direct liaison with Strata Corporation contractors, including property management. Where appropriate, the President may delegate authority to another member to assist with the management of contractors.

**C. Frequency of Meetings**

Council meets with property management the third Tuesday of each month at 5:30 pm. All members of Council are expected to attend these meetings. Chairing responsibilities will be that of the President. Meeting agendas will be prepared and distributed by the President either by e-mail the evening before the meeting, or the President will bring printed agendas to the meeting. Formal Minutes are taken and transcribed by the President, or by a delegate.

**D. Communication**

To ensure the effective management of the Strata Corporation, there must be an open and direct reporting relationship from Council members to the President and from the President to the Council members. Electronic communication is critical as it forms part of the written record.

Direction to property management is by the President only. Exceptions are limited to the following:

- (i) the authority has been specifically delegated; or
- (ii) in the case of a real emergency (fire, flood, security breach or person trapped in an elevator).

Property Management is the only registered address for issues pertaining to the Strata Corporation. Council is not permitted to conduct business on behalf of the Strata Corporation with owners, tenants or occupants by e-mail (no exceptions). By doing so, the Council member could potentially create serious legal problems for the Strata Corporation.

**TERMS OF REFERENCE AND CODE OF CONDUCT – PAGE 2**

Council members may only accept complaints or requests in writing by way of the Strata box located in the front lobby. If it is not in writing, it does not exist. Anonymous communications will not be accepted. All notes placed in the Strata box are to be scanned and sent electronically to all Council members. This ensures that all Council members are aware of all problems in and around the building; it also ensures consistency in dealing with issues.

Council has no legal interest in the sale of suites; therefore, questions from realtors and/or prospective purchasers must be directed to property management to avoid potential liability issues.

**E. Decision-Making**

Whenever possible, decisions are reached by consensus, or where consensus is not possible, by simple majority vote. In the case of a tie vote, the President will cast an additional vote, as provided in the *Strata Property Act*.

**F. Authority**

No one individual Council member may act or be seen to act on behalf of or represent the whole Council or the Strata Corporation without the authority to do so. Please refer to Decision-Making per Section E.

If a call is received *after* regular business hours with respect to a real emergency (fire, flood, security breach or person trapped in an elevator), the Council member is to take the appropriate action to manage the emergency.

If a call is received *after* regular business hours respecting a maintenance issue, at least one other member of Council must be contacted with a view to determining together whether it is necessary to secure an overtime call out. The President is to be contacted first and the Vice President second.

**G. Purpose**

The Council is designed to be a:

- (i) conduit for the dissemination of information around Bylaws and House Rules;
- (ii) conduit for general questions, concerns or suggestions;
- (iii) liaison with owners, tenants and occupants;
- (iv) liaison with contractors; and
- (v) liaison with realtors (for the purposes of the provision of fobs and signage only).

**H. Mandate**

The mandate of the Council is to:

- (i) enforce the Bylaws (no exceptions);
- (ii) ensure effective management of the Strata Corporation;
- (iii) ensure that warranty maintenance is undertaken to sustain the 10-year warranty;
- (iv) effectively manage general maintenance;
- (v) effectively manage the operating budget; and
- (vi) effectively manage rentals.



**TERMS OF REFERENCE AND CODE OF CONDUCT – PAGE 3****I. Support of Mandate**

In order to support the mandate, it is expected that Council members will:

- (i) provide mutual support among its members;
- (ii) share knowledge and successful problem-solving methods;
- (iii) ensure that consistent information is relayed to owners, tenants and occupants;
- (iv) ensure that there is optimal reporting amongst Council members;
- (v) ensure, to the extent possible, that consistent practices are utilized by each member of Council;
- (vi) be active participants during their tenure;
- (vii) hold themselves to a higher standard;
- (viii) undertake assigned tasks quickly, efficiently and to the best of their ability, and report in writing to the President and other Council members;
- (ix) sign and abide by the Confidentiality Agreement; and
- (x) be neutral in their representation of Strata Plan VIS 3192.

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 5 PAGES

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

Mary Catherine  
Murrell BV3EZYDigitally signed by Mary Catherine  
Murrell BV3EZY  
DN: c=CA, cn=Mary Catherine Murrell  
BV3EZY, o=Lawyer, ou=Verify ID at  
www.juricart.comLKUP.cfm?  
id=BV3EZY  
Date: 2012.09.26 12:47:40 -0700

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

GILBRALTAR MANAGEMENT LTD.

250-380-3215

UNIT 201 - 2840 NANAIMO STREET

VICTORIA

BC V8T 4W9

Document Fees: \$23.90

Deduct LTSA Fees? Yes 

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN VIS3192**

Related Plan Number:

**Strata Property Act**  
**FORM I**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

The Owners, Strata Plan VIS 3192 certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed by a  $\frac{3}{4}$  vote in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on Tuesday, September 25<sup>th</sup>, 2012:

RESOLVED, as a THREE-QUARTER (3/4) vote of the owners of Strata Plan VIS 3192, that the following Bylaw be amended:

**Amend Bylaw 12 (4) that reads as follows:**

**Council members' terms**

12 (4) All Council members must abide by and sign a confidentiality agreement in the form attached as Schedule 'A' to these Bylaws (the 'Confidentiality Agreement') at the commencement of each term on Council. All Council members must also abide by the Terms of Reference in the form attached as Schedule 'B' to these Bylaws. Non-compliance with the Confidentiality Agreement may result in the Strata Corporation taking legal action against the non-compliant Council member or former Council member.

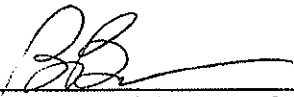
**Amend Bylaw 12 (4) to state as follows:**

**Council members' terms**

12 (4) All Council members must abide by and sign a confidentiality agreement in the form attached as Schedule 'A' to these Bylaws (the 'Confidentiality Agreement') at the commencement of each term on Council. Non-compliance with the Confidentiality Agreement may result in the Strata Corporation taking legal action against the non-compliant Council member or former Council member.



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



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