

1. Contact

**PROLINE MANAGEMENT LTD.
201 - 20 Burnside Road West
Victoria BC V9A 1B3
250-754-6440**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS6205

THE OWNERS, STRATA PLAN VIS6205

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Alan Ives Chim
GBW49K**

Digitally signed by Alan Ives Chim GBW49K
Date: 2020-12-10
14:58:30 -08:00

Supplied to StrataDocs 2020/12/10
Ordered by Steven Liu 2020/03/23

Ordered By: Steven Liu of Pemberton Holmes - Cloverdale on 2022/03/23

Uploaded: Dec 10, 2020 Verified: Dec 10, 2020

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS6205 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on May 22, 2020.

BE IT RESOLVED, AS A 3/4 VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS6205, THAT the Owners amend the bylaws to remove section 33(1)c and add section 34 as follows with all subsequent existing bylaws renumbered as required:

34 Lock Boxes

Lock boxes of any kind (including Realtor lock boxes)

- (a) may not be secured to any part of the strata common property or limited common property
- (b) may not be secured to unit doors

In the event that an unauthorized lock box is compromised, the unit owner may be responsible for costs to rekey the property and cover any damages and losses.

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



Signature of Council Member



Signature of Second Council Member

Date: 08-12-20

**McConnell Place West
Strata Plan VIS 6205**

Bylaws – May 22, 2020

Supplied to StrataDocs 2020/12/10
Ordered by Steven Liu 2022/03/23

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Ordered by Steven Liu 2022/03/23

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

1. Payment of strata fees

- (1) Owners shall 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 post dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default. A charge of \$25.00 shall be made against an owner for any N.S.F. cheque issued by that owner.
- (4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, and user fees. Such interest shall be deemed to be part of unpaid strata fees for the purposes of Section 116 of the *Strata Property Act*.
- (5) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum, compounded annually, on all late special levies. Such interest shall be deemed to be part of unpaid special levies for the purposes of Section 116 of the *Strata Property Act*.
- (6) For the purposes of section 99 of the Act, but subject to a resolution under section 100 of the Act, if a contribution to the operating fund relates to and benefits only limited common property, the contribution is shared only by owners of the strata lots entitled to use the limited common property, and each strata lot's share of that contribution is to be calculated in accordance with the following formula and not in accordance with the formula set out in section 99 (2) of the Act:

$$\frac{\text{unit entitlement of strata lot}}{\text{total unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates}} \times \text{contribution to operating fund}$$

2. Repair and maintenance of property by owner

- (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 or other law.
- (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 is responsible for and must repair and maintain any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot. An owner must also make good any damage to a strata lot, limited common property or the common property that is caused by or arises out of any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot.
- (4) An owner must promptly carry out all work that may be ordered by any competent public authority which relates solely to his strata lot and is not for the general benefit of the

- Strata Corporation as a whole.
- (5) An owner or tenant must:
- a. ensure that the Strata Lot is checked at least once in each fourteen (14) day period that the Strata Lot is not occupied;
 - b. turn off the water control valve located within his/her Strata Lot during any period that the Strata Lot remains unoccupied for a period of 24 hours or more;
 - c. keep the heat within the Strata Lot at a minimum temperature of 10 degrees C at all times, whether or not the Strata Lot is occupied;
 - d. notify the Strata Corporation immediately upon becoming aware of any damage or condition in a strata lot or on the common property that requires repair or maintenance by the Strata Corporation.

3. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- a. causes a nuisance or hazard to another person,
 - b. causes unreasonable noise,
 - c. unreasonably interferes with the rights of another person or other persons to use and enjoy the common property, common assets or another strata lot,
 - d. is illegal, ;
 - e. is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government, or
 - f. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;
 - g. may be injurious to the reputation of the building; or
 - h. causes undue noise in or about any strata lot or the common property.
- (2) An owner, tenant, occupant or visitor must not operate dishwashers, garburators, laundry equipment and vacuum cleaners or carpet sweepers, or make any noise that is audible in another strata lot, between the hours of 11:00 pm and 7:00 am.
- (3) Owners of the strata lots which do not have enclosed balconies shall not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner without the express written consent of the strata council, which consent shall be granted if such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- (4) Owners, occupants and tenants shall maintain such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, occupant or tenant of the strata lot entitled to the use of the limited common property on which they are placed.
- (5) Owners, occupants or tenants shall not within a landscaped area and/or planter designated as limited common property change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.
- (6) An owner, tenant, occupant or visitor must not:
- a. smoke in the hallways, or on the common property, or limited common property;

- b. conduct any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property;
- c. 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 *Strata Property Act*;
- d. place any surface on any deck, patio or balcony that is permanently affixed, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items;
- e. place or affix on any exterior surface any item other than that which is approved by a building envelope consultant for the Strata Corporation; any items attached to the building or siding may void the building envelope warranty and an owner may be held financially responsible for any resulting damage;
- f. use a barbecue, or other like cooking device on a balcony, deck or patio unless such barbecue, or like cooking device is powered by propane, natural gas or electricity;
- g. shake any rugs, mops or dusters of any kind, nor throw any refuse, including cigarettes or matches out of the windows or doors or from the balcony of a strata lot;
- h. hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- i. bring bicycles into the building's elevators, carpeted or tiled common areas;
- j. keep bicycles on balconies, decks or patios; but must store them within the owner's designated storage locker or the designated bicycle storage room;
- k. store personal items on common property other than common property areas designated for such purpose;
- l. use or install in or about a strata lot any shades, awnings, window or balcony guards or ventilators;
- m. bring live or cut Christmas trees into the strata lot or onto the limited common areas or common areas;
- n. install any window coverings, visible from the exterior of the strata lot, which are not white or off-white;
- o. place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- p. cultivate cannabis.

4. Pet Restrictions

- (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. a reasonable number of fish or other small aquarium animals in an aquarium of less than 100 liters;
 - b. a reasonable number of small caged mammals;
 - c. up to two caged birds; or
 - d. up to two dogs or two cats or one dog and one cat which in total must not exceed a weight of 10 kilograms.

- (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 shall not permit their pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (4) 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.
- (5) Should the Strata Council receive TWO (2) successive complaints (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, in the sole opinion of the Strata Council, then the Owner, occupant or tenant shall remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating excessive noise, or causing damage to the Common Property or Limited Common Property.
- (6) An owner, tenant, occupant or visitor must not keep a pet or other animal on a strata lot or the common property after such pet has been ordered removed by the strata council.

5. Inform Strata Corporation

- (1) Within two weeks of becoming an owner/resident, an owner/resident must inform the strata corporation of the owner's/resident's name, strata lot number, phone number, and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, any owner, occupant, or tenant must inform the Strata Corporation of his or her name and in which strata lot they are residing.
- (3) Owners are encouraged to provide email addresses for the Strata Council to correspond with them and to provide notices to them.
- (4) All non-resident owners or owners who intend to be absent from their strata lot for more than TWO (2) weeks shall inform the Strata Corporation of the full name, phone number, street address, and email of an emergency contact person who lives within THIRTY (30) kilometres of the Strata Corporation and who may provide the Strata Corporation with access to their strata lot after receipt of the notice of entry required by these bylaws.
- (5) 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 rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (6) Within two 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 s. 146 of the Act.
- (7) The owner of a strata lot must provide the strata corporation with a true copy of every written tenancy agreement (as defined in the **Residential Tenancy Act (British Columbia)** as amended or replaced).

6. Alterations to a strata lot or common property

- (1) Before making an alteration to 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, windows or skylights on the exterior of a building, or that front on common property;
- e. fences, railings or similar structures that enclose a patio or 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 s. 149 of the Strata Property Act;
- h. all or a portion of flooring in a Strata Lot located above the ground floor;
- i. significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls;
- j. plumbing and electrical;
- k. common property, including limited common property; and,
- l. common assets.

an owner must first:

- a. obtain the written consent of the Strata Council authorizing the alteration;
 - b. execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation;
 - c. obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
 - d. satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (2) 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.
- (3) An owner/resident must not replace the existing floor with any other material including carpet without the prior written consent from strata council. Such approvals shall include the current specification requirements for soundproofing quality underlay.

Application Procedure

- (4) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
- a. details of the proposed Alteration;
 - b. Detail 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 qualified/licensed contractor(s) who will perform the work;
 - d. any other documents or information which the Strata Council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an alteration, the Strata Council shall, in writing, within four (4) 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.

Conditions for Approval

- (6) The Strata Council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
- 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 Strata Council prior to the commencement of the work, if required by the local municipality;
 - e. employ qualified and licensed contractors or subcontractors to perform the work;
 - f. employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services for the work;
 - g. rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata 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 appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;
 - 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 Strata Council;
 - m. execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
 - n. 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;
 - o. 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; and,
 - p. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Hard Surface Flooring Requirements

- (7) An owner or occupant of a strata lot above the ground floor who installs any hard surface flooring in a strata lot, other than in the bathroom, kitchen, or entryway, must install underlay that when combined with the hard surface flooring will provide a minimum AICC rating of 60. The Owner, occupant, or tenant shall provide the Strata Council with the specifications of the proposed flooring and underlay prior to removing the existing

flooring.

- (8) The strata corporation may require an owner or occupant who installs hard surface flooring in contravention of these bylaws to remove the hard surface flooring and replace it with flooring that conforms with the bylaws.

Alterations Installed Without Permission

- (9) If an Alteration has been installed or constructed without the prior written permission of the Strata Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (10) The Strata Council may unreasonably 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*.
- (11) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (12) The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) 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.

7. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - a. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b. 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*.
 - c. at a reasonable time, on FORTY-EIGHT hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1) (b) and (c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.
- (4) In the event of an emergency, then any one member of either the council or the emergency committee may access the Strata Lot to address the emergency. In the event of an emergency entry, the Strata Council shall provide a written report to the owner detailing the reason for the entry, the time of entry, and the names and contact information of those people who had access to the strata lot.

Division 2 -- Powers and Duties of Strata Corporation

8. 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) 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 a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) window casings, sills, frames of doors, 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) window casings, sills, frames of doors, 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.
- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

Division 3 – Council

9. Council size and Eligibility

- (1) The council must have at least three (3) and not more than seven (7) members.
- (2) Definitions:
 - a. “Family Member” means a parent, Spouse, or child of the owner or a parent, or child of the Spouse of the owner;
 - b. “Spouse” includes an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship, including a marriage like relationship between persons of the same gender.
- (3) A Family Member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:
 - a. The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,

- b. The Immediate Family Member is at least 19 years of age.
- (4) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.
- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot under Section 116(1) of the *Strata Property Act*.
- (6) If a council member is unable to continue to be on council pursuant to Bylaw 9(5), 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 12.

10. Council members' terms

- (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.

11. Removing council member

- (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.

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two 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) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 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 *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

13. 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 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 ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among

themselves for the remainder of the term.

14. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (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
 - 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) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. 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.

16. Quorum of council

- (1) A quorum of the council is
 - a. 2, if the council consists of 3 or 4 members,
 - b. 3, if the council consists of 5 or 6 members, and
 - c. 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (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 *Strata Property Act*;
 - b. rental restriction bylaw exemption hearings under section 144 of the *Strata Property Act*;
 - c. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. 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) Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president, or if the president is absent the vice 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.

19. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of council's powers and duties

- (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, 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, or
 - 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.

21. 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) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Subject to subsection 98 (2) of the *Strata Property Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than 5% of the operating budget.
- (4) Despite subsections (1) and (3) above, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (5) Pursuant to Section 82 of the *Strata Property Act*, SBC 1998, Chapter 43, the strata council may not acquire or dispose of personal property with a value in excess of TWO THOUSAND (\$2,000.00) DOLLARS unless the same is approved in the annual budget or by a $\frac{3}{4}$ vote of the owners.

22. Limitation on liability of council member

- (1) A council member, or a volunteer who has been delegated duties by the strata 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) Subsection (1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each Strata 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 Strata Council or Volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a Strata Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

Division 4 -- Enforcement of Bylaws and Rules

23. Maximum fine

- (1) The Strata Corporation may fine an owner a maximum of:
 - a. up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Strata 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
 - b. up to FIFTY DOLLARS (\$50), at the discretion of the Strata Council, for each contravention of a rule.
 - c. up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw.

24. 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.

25. Small Claims and Forced Sale Actions

- (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the ***Small Claims Act (British Columbia)*** against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation.
- (2) The Strata 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 expend funds from the contingency reserve fund on the legal fees necessary to conduct the proceedings.

26. Full Indemnity Legal Costs

- (1) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the “Arrears”) shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required 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 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) Subject to the discretion of the council, any legal costs banking charges, filing costs, expenses, interest charges and any other 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, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Division 5 -- Annual and Special General Meetings

27. 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 eligible voters who are present at the meeting.

28. 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.

29. 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 chairs the meeting where there is a tie vote, the chair elected in accordance with subsection 27(3)

may break the tie by casting a second, deciding vote unless the chair is the strata property manager or an employee of the strata corporation.

- (6) Annual and special general meetings may be attended by electronic means, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (7) A person who attends a meeting as provided in subsection (6) is deemed to be present in person at the meeting.
- (8) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (9) The election of each Strata Council member must be voted on by the owners present in person, and to be elected each council member must be elected by a majority of votes cast. Strata Council members are not to be elected by acclamation.

30. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - a. certify proxies and corporate representatives and issue voting cards;
 - b. determine that there is a quorum;
 - c. elect a person to chair the meeting, if necessary;
 - d. present to the meeting proof of notice of meeting or waiver of notice;
 - e. approve the agenda;
 - f. approve minutes from the last annual or special general meeting;
 - g. deal with unfinished business;
 - h. receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i. ratify any new rules made by the strata corporation under section 125 of the *Strata Property Act*;
 - j. report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
 - k. approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
 - l. deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;
 - m. elect a council, if the meeting is an annual general meeting;
 - n. terminate the meeting.

31. Quorum at Special and Annual General Meetings

- (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) Notwithstanding Section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of the owners; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 6 — Voluntary Dispute Resolution

32. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - a. all the parties to the dispute consent, and
 - b. the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - a. one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - b. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Signs and Marketing

33. Signage

- (1) An owner, tenant or occupant of a residential strata lot shall not:
 - a. place any signs, Realtor signs, billboards, notices or other advertising matter of any kind on common property, or visible from, the exterior of a strata lot with the exception of Open House signs permitted only at the building's front entrance and is limited to the specified hours of that Open House event; and
 - b. erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a Strata Lot or on common property, common facilities or other assets of the Strata Corporation.

34. Lockboxes

- (1) Lock boxes of any kind (including Realtor lock boxes)
 - a. may not be secured to any part of the strata common property or limited common property
 - b. may not be secured to unit doors

In the event that an unauthorized lock box is compromised, the unit owner may be responsible for costs to rekey the property and cover any damages and losses.

Division 8 – Storage and Parking

35. Parking

- (1) The underground parking is common property; owners do not own the parking stalls nor are the stall designated as the limited common property of their strata lot. The Strata Council shall allocate one common property parking stall to each strata lot which shall remain the parking stall allocated to that strata lot until the owner sells the strata lot or the Strata Council provides the owner reasonable notice in writing of a change of parking stalls.
- (2) The council may lease, at reasonable rates set by rule of the Strata Council, any parking stalls which, at any time, are not currently assigned to a strata lot. Owners who wish to obtain an outside parking stall shall submit an application in writing to the Strata Council. The Strata Council shall satisfy applications on a first-come, first-serve basis, with

- applications from owners being considered first.
- (3) All residents are required to register their vehicle details with the strata council and keep this information current.
 - (4) Owners may rent or let the parking stall allocated to their strata lot on the following conditions:
 - a. Private agreements for the rental, swap, or otherwise permitted occupation, of parking stalls may only be arranged by the unit owner. Private agreements for the rental, swap, or otherwise permitted occupation, of parking stalls is not permitted by tenants.
 - b. Owners shall inform the Strata Corporation and the Property Management Company in writing of the name of the stall renter, their unit number, their telephone number, and their vehicle license number and make at least 48 hours prior to commencing;
 - c. Private arrangements do not affect the Strata Council's ability to re-allocate stalls upon reasonable notice.
 - (5) An owner, tenant or occupant shall not permit non-residents to park in the secured parkade without the express written consent of the Strata Council.
 - (6) Owners, tenants and occupants shall not park their vehicles in the spaces designated as visitor parking.
 - (7) An owner, tenant, occupant and their visitors shall not park or store the following on the common property:
 - a. an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, and motorcycles, without the prior written approval of the Strata Council, unlicensed vehicles with storage insurance must display the insurance certificate on the vehicles dashboard at all times;
 - b. a motorhome, recreational vehicle, trailer, truck larger than a $\frac{3}{4}$ ton pickup, camper, boat or a similar type of vehicle without the prior approval of the Strata Corporation, which said approval may be granted subject to conditions;
 - c. a commercial vehicle including a transport, logging truck, dump truck, bus or other similar vehicle; and
 - d. a vehicle greater than 6' ___" in height.
 - (8) An owner, tenant, occupant and their visitors shall not:
 - a. wash a vehicle in the common property parking areas;
 - b. conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on common property;
 - c. park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex, their vehicles or their parking stalls;
 - d. exceed the speed limit of 5 kilometres per hour on the common property;
 - e. shall not permit a visitor to park their vehicle in the visitors' parking space for more than 7 days in a calendar month without the express written consent of the Strata Council; and
 - f. store any items other than an insured vehicles in a parking stall.
 - g. park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
 - (9) Owners, occupants and tenants shall keep their parking stall clean and free of debris and oil / fluid drips.
 - (10) The Strata 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 Strata 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.

- (11) 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.
- (12) In addition to the rights conferred by subsections (10) and (11) the Strata Council has the right to immediately tow any vehicle and remove any personal property which is parked or left in violation of the following bylaws:
 - a. 34(6);
 - b. 34(7)(a); and
 - c. 34(8)(c)(e).
- (13) 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.

36. Bicycle Storage

- (1) Owners of strata lots shall be entitled to the use of one bicycle storage space within either the secured area in the parking facility designed for that purpose or within another part of the common property designed for that purpose, for which the strata council may charge a fee and/or require reasonable refundable security deposits for the issuances of keys and security passes.
- (2) The strata council shall, subject to the provisions of the Act, as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

Division 9 – Security, Access Monitoring and Video Surveillance, and Insurance and Other Perils

37. Security, access monitoring and video surveillance

- (1) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all entranceways are securely closed and locked after use.
- (2) The strata corporation is authorized to install and operate an electronic card access system (“Key Fob”) and a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and common property, which other measures have failed to address.
- (3) The strata corporation shall be responsible to maintain the computerized records for the Key Fob and CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the Key Fob and CCTV systems.
- (4) The privacy officer shall be responsible to address all requests for access to the records of the Key Fob and CCTV system in accordance with the provisions of the Personal Information and Privacy Act (“PIPA”).

Key Fob System

- (5) Key Fobs are utilized to access the common areas of the strata corporation and are required for the safety and security of the owners, tenants and occupants.
- (6) The strata council may change the location of Key Fobs, or add additional Key Fob receiver locations on one month's written notice to the owners through the minutes of the strata council meetings.
- (7) The Key Fob system:
 - a) records activity (the opening of doors) in the card access system's controller internal memory buffer; and
 - b) temporarily stores information in the system that can be queried, read and viewed via the card access system management software.
- (8) Key Fobs control access through the following doors:
 - a) Front.
 - b) Main Rear.
 - c) Garage.
- (9) The computer containing the records of the Key Fob system shall be password protected and stored in a secure location in the Strata Corporation's electrical Room.
- (10) The Key Fob records are stored in the computer for 30 days.
- (11) The Key Fob records shall only be accessed in the event of a breach of safety or security and access to the electronic records shall be restricted to council members.
- (12) Owners and tenants are responsible for all Key Fobs and shall notify the council or the executive immediately if a Key Fob is lost or stolen.

The CCTV System

- (13) The CCTV camera system is a video surveillance system with cameras that:
 - a) operate and record video only when a motion sensor is triggered.
- (14) There are currently 3 CCTV cameras in operation, one in each of the following common areas of the strata corporation:
 - a) Front lobby which views the main entrance;
 - b) Back lobby which views the back entrance door; and
 - c) Inside the garage which views the garage gate.
- (15) The owners authorize the strata corporation to install additional CCTV cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the strata corporation and its residents.
- (16) The strata corporation must install signs at every entrance warning that the area is monitored by video surveillance. No cameras shall be positioned so as to record areas beyond the strata corporation's property or to capture images peripherally or directly through the windows of the strata corporation or adjacent buildings.
- (17) Recordings from the CCTV cameras shall be temporarily stored on a DVR hard drive, in a secure location within the strata corporation.
- (18) The recordings from the CCTV cameras will be stored for no longer than one month.
- (19) The CCTV records shall only be accessed in the event of a breach of safety or security.
- (20) The CCTV records must not be accessed for bylaw enforcement.
- (21) Two council members must be present at all times during to view the CCTV recordings.
- (22) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all doors are securely closed and locked after use.
- (23) The strata corporation is authorized to continue to operate a closed-circuit television camera system ("CCTV System") for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and

- common property, which other measures have failed to address.
- (24) The strata corporation shall be responsible to maintain the computerized records and personal information collected by the CCTV System in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the CCTV System.
 - (25) The privacy officer shall be responsible to address all requests for access to the records of the CCTV System in accordance with the provisions of the Personal Information and Privacy Act (“PIPA”).

The CCTV System

- (26) The CCTV camera system is a video surveillance system with cameras that:
 - a) which operate and record video only when a motion sensor is triggered

38. Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two 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 or such lesser amount as may be available.
- (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, tenant, occupant or visitor must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) 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.
- (6) 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.
- (7) 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.
- (8) 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 or fixture located in 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) fireplace;
 - (ix) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (x) 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.
- (9) 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, 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.
- (10) 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.
- (11) An owner shall obtain and maintain, and upon request of council provide a copy of, 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 10 – Indemnity and Alteration Agreement

39. Indemnity & Alteration Agreement

- (1) The Strata Corporation wishes to standardize the Indemnity & Alteration Agreement (the “Standard Indemnity & Alteration Agreement”) by registering same as part of these Consolidated Bylaws and to create a registration system for alterations to strata lots and common property.
- (2) The Standard Indemnity & Alteration Agreement shall be deemed to be in the form attached hereto as Schedule A for Alterations after the passing of this bylaw. This Agreement may be modified or amended from time to time in the sole and absolute discretion of the strata council and such amendments shall have the full force and effect under law even though the amendments are not registered in the Victoria Land Title Office.
- (3) An owner, tenant or prospective purchaser should contact the Strata Corporation to verify the terms and conditions of an Indemnity & Alteration Agreement applicable to a particular Strata Lot.
- (4) Each affected person is obligated to investigate the terms and conditions applicable to each Indemnity & Alteration Agreement and to satisfy himself or herself. The Strata Corporation is not responsible for any claim, action, loss, damages, costs or expenses associated with or arising out of the interpretation of the said Agreement or statements or representations regarding the content of such an Agreement.

Division 11 -- Moving

40. Move In / Move Out

- (1) In order to cause minimum disruption to residents and in order to protect the building as much as possible, the following procedures must be adhered to:
 - a. Owners, occupants and tenants shall notify the property manager in writing three (3) days in advance of a move;
 - b. Moves may only take place between the hours of 8:00 A.M. and 8:00 P.M.;
 - c. Once a request has been received the property manager or council designate shall arrange to have the elevator pads hung on moving day;
 - d. The strata council shall install and remove names on the enterphone panel, when the move has taken place. In the case of a tenant moving in, a Form K Tenants Responsibilities, must be received prior to the name being added to the enterphone panel;
 - e. In order to protect the security of the buildings, the exterior doors may be blocked open during moves only in the presence of an adult.
 - f. Owners, occupants and tenants shall move, furniture, appliances, and construction materials through the front entrance only.
- (2) Owners shall be responsible for any damage caused during a move by themselves of the occupants or tenants of their strata lot.
- (3) Owners shall pay a ONE HUNDRED (\$100.00) dollar fee for each and every move into the building or within the building (except for moves on the same floor). Failure to pay or the return of a cheque from the bank shall result in this fee forming a part of the strata fees for that strata lot which shall be payable on the first day of the month immediately following the move.
- (4) For the purpose of this bylaw the words “move” and “moving” shall include changes of occupation in a strata lot involving the movement of furniture in and out of the strata lot,

pickup and moving out of empty boxes and moving/storage crates before the main move as well as subsequent furniture deliveries or pickups.

Division 12 -- Miscellaneous

41. Miscellaneous

- (1) No more than two entry keys to the building may be issued in respect of one strata lot, unless in the council's opinion, extenuating circumstances exist.
- (2) Each entry key in addition to the two issued to each owner must be paid for at the cost to the strata corporation, plus a deposit of \$50.00, which deposit is refundable on return of the key to the strata corporation.
- (3) Any lost or damaged key re-issued to an owner or tenant must be paid for at cost plus an administration fee of \$10.00.
- (4) Owners, tenants, or occupants who smoke cigarettes, cigars, or pipes inside a strata lot must make reasonable attempts to seal their strata lot and prevent the smoke and related garbage from escaping their strata lot.
- (5) The fiscal year of the strata corporation begins on January 1 and ends on December 31 of each year.
- (6) Owners, tenants, occupants and visitors must prepare all recyclable materials properly for recycling and place them in the appropriate recycling containers or take them to a recycling station as required, and must, in addition to any fine imposed by the strata corporation, pay any external fine imposed on the strata corporation for failure to do so.
- (7) Owners, tenants, occupants and visitors must not place recyclable materials in the garbage disposal bins and must, in addition to any fine imposed by the strata corporation, pay any external fine imposed on the strata corporation for doing so.
- (8) In order to preserve the visual integrity of the development, All window coverings including shades, screens, and window coverings within a strata lot which are visible from the exterior of such strata lot shall be of a neutral colour and similar in appearance to other such window coverings in the complex. In the event of a dispute, the strata council shall determine in its sole discretion whether or not the window coverings comply with this provision.

42. Depreciation Report

- (1) The strata corporation may prepare a depreciation report estimating the repair and replacement costs for major items in the strata corporation and the expected life of those items to assist it in determining the appropriate amount for the annual contribution to the contingency reserve fund.
- (2) A depreciation report must contain information based in the guidelines for depreciation reports as set out in the regulations and may be in the prescribed form.

43. Notice and Consent

- (1) If at any time under these Bylaws, an Owner, tenant or occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.

44. Recreational Facility

- (1) Children under the age of 16 years of age must be accompanied at all times by an adult resident while in the gym.

45. Severability

- (1) The provisions of this bylaw shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

46. Prohibition Against Use Of Strata Lot as Transient Accommodation

- (1) The Strata Corporation is zoned by the City of Langford as MU1.
- (2) The following uses and no others shall be permitted in the City of Langford's Mixed Use Residential Commercial (MU1) Zone:
 - (1) accessory buildings and uses;
 - (2) townhouses; (Bylaw No. 1549)
 - (3) apartments; (Bylaw No. 739)
 - (4) apartments above the ground floor;
 - (5) business service establishments located at the ground floor only and including but without limiting the generality of the foregoing: post office, desktop publishing, printing and photocopying;
 - (6) financial institutions located at the ground floor only;
 - (7) group day care in accordance with Section 3.26.02; (Bylaw No. 1146)
 - (8) home office home occupation in apartments in accordance with Section 3.09; (Bylaw No. 1146)
 - (9) (Deleted by Bylaw 1437);
 - (10) office located at the ground floor only;
 - (11) personal service establishments located at the ground floor only and including, but without limiting the generality of the foregoing: barber shop, beauty parlour, launderette, optical or watch repair shop, photographic studio, and shoe repair;
 - (12) preschool; (Bylaw No. 1146)
 - (13) restaurant, excluding drive-in and drive-thru restaurants, located at the ground floor only;
 - (14) retail store located at the ground floor only;
 - (15) schools, not exceeding 200 m² (2 150 ft²) of gross floor area, and not in conjunction with any other residential use; (Bylaw No. 860)
 - (16) temporary construction and real estate marketing offices; and (Bylaw No. 984)
 - (17) uses permitted by Section 3.01 of this Bylaw.
- (3) The use of a Strata Lot as transient accommodation is not permitted by the Strata Corporation's municipal zoning.
- (4) Owners, occupants and tenants of Strata Lots 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.
- (5) For the purposes of this bylaw "transient accommodation" means renting, leasing, or providing a license of occupancy to all or part of a Strata Lot, in exchange for monetary compensation, to any person or persons for a period of less than six months.
- (6) Where an owner, occupant or tenant contravenes this bylaws the owner will be subject

to a fine of up to \$200.00 for:

- (a) each time the Strata Lot is advertised or marketed contrary to bylaw 1 (4)(b) above; or
- (b) each time the Strata Lot is rented, let, leased or licensed contrary to bylaw 1 (4)(a) above.

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