

- 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*.
-

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

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

The Owners, Strata Plan **VIS5763**
[the registration number of the strata plan]

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 or special general meeting held on **June 11, 2016** * :
[month day, year]

[wording of bylaw amendment]

See Attached Schedule

 William Blom
Signature of Council Member

 Li-Yu Hoik
Signature of second Council Member
[not required if council consists of only one member]

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation pursuant to section 128(1) of the Strata Property Act that the following bylaw be added to the Strata Corporation's bylaws as bylaw #45(1) of the Strata Corporation:

#45(1) FIRE SAFETY EQUIPMENT: Owners and residents must not paint or obstruct fire safety equipment installed within the strata lots. All costs associated with the correction of an owner or resident's failure to comply with this bylaw will be billed to the strata lot owner.

END OF RESOLUTION

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation pursuant to section 128(1) of the Strata Property Act that the following bylaw be added to the Strata Corporation's bylaws as bylaw #46(1) of the Strata Corporation:

#46(1) GARBAGE DISPOSAL: Oversized items, such as bed frames, shelving, computers, etc will not be disposed of on the strata property including common property. Owners/residents are responsible for removing these items from the property at their own expense and through their own private arrangements.

Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided by the strata corporation for that purpose at central collection points on the property. Recyclable items are not permitted in the general garbage containers, ie, mixed paper and newspaper, corrugated cardboard, plastics, metal containers, glass, electronics and paints.

All violations to this bylaw are considered infractions subject to fines as well as the charging of the cost for cleanup to the strata lot owner responsible.

END OF RESOLUTION

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation pursuant to section 128(1) of the Strata Property Act that the Strata Corporation's bylaws be amended by deleting bylaw #28(1) a & b and #29(1) in their entirety and replacing them with the following:

#28(1) ENFORCEMENT OF BYLAWS AND RULES

Maximum Fine

- a) The strata corporation may fine an owner or tenant a maximum of:
 - i) \$200 for each contravention of a bylaw
 - ii) \$50 for each contravention of a rule
- b) Each owner is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$50, and if such default continues for a further 15 days, then an additional fine of \$75 will be levied against and paid by the owner and for each additional month such default continues an additional fine of \$100 will be levied against and paid by the owner.

- c) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rules or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following.
- d) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the buildings or other parts of the common property caused by the owner, his or her tenants occupants, employees, agents, invitees, guest or visitors will be charged to the owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- e) Should the strata corporation be required to undertake any legal action or arbitration with respect to a breach of the Strata Property Act, the Strata Property regulations, the bylaws or rules or any amendments thereto by an owner, tenant or occupant of any strata lot, then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation, all legal costs incurred on a solicitor and own client basis and agrees to indemnify and save harmless the strata corporation from all such costs incurred directly or indirectly as a result of such breach.

CONTINUING CONTRAVENTION

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

END OF RESOLUTION

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation pursuant to section 128(1) of the Strata Property Act that the Strata Corporation's bylaws be amended by deleting bylaw #37(1), (2), (3) & (4) in its entirety and replacing them with the following:

#37 PAYMENT OF STRATA FEES AND SPECIAL LEVIES

- 1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2) An owner must pay any special levy approved by owner resolution on or before the date set out in that resolution.

- 3) In addition to the enforcement provisions set out in bylaw 28, above, if an owner is late in paying his or her strata fees or special levies, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 4) Should the strata corporation be required to undertake any legal action or arbitration with respect to an owner's failure to pay strata fees and/or special levies as set out in these bylaws, , then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation, all legal costs incurred on a solicitor and own client basis and agrees to indemnify and save harmless the strata corporation from all such costs incurred directly or indirectly as a result of such breach.

END OF RESOLUTION

29 MAR 2007 11 44

FB029521

VICTORIA, B.C.

MARCH 29, 2007

Registrar,
Land Title Office
Victoria, B.C.

Please receive herewith the following document for filing:

AMENDMENT TO BYLAWS – VIS5763

Fees Payable: \$21.50

COPY

Kim Graham

**DYE & DURHAM
COMPANY INC.**

NAME OF APPLICANT: BANCO

ADDRESS: 3408 – 114 AVENUE, S.E., CALGARY, ALBERTA T2Z 3V6


PHONE: 403.297.1036

Strata Property Act

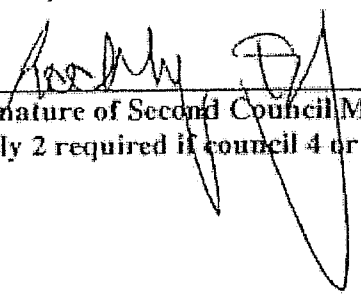
FORM I

AMENDMENT TO BYLAWS

The Owners, Strata Plan VIS 5763 certify that the 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 December 13, 2006..



Signature of Council Member



Signature of Second Council Member
(only 2 required if council 4 or less members)

CEDAR LANE TOWNHOMES
THE OWNERS, STRATA PLAN VIS 5763
BYLAWS

1. OPERATION OF HOME OCCUPATION BUSINESSES

- (1) The strata corporation, the strata council (the "council") and the owners of any of the strata lots shall not do any act or thing (including, without limitation, passing any bylaw, rule or regulation of the strata corporation) to restrict or impair the use or operation of any home occupation business located in any strata lot or any limited common property for a strata lot from being conducted in accordance with all applicable governmental laws, regulations and permits.
- (2) An owner, tenant or occupant, when operating a home occupation business, shall not advertise by means of a sign placed on or about the common property including the exterior of the building, or in or on windows or other parts of the strata lot so as to be visible from the outside. Such signs will only be permitted in an area designated by the council.
- (3) The operation of a home occupation business shall not involve the presence of clients, patrons, customers, or employees on the premises as a function of its normal business activity, subject to the exception in paragraph 1(5).
- (4) Home occupation use shall be limited to two home occupation businesses per strata lot.
- (5) A home occupation business providing community care for preschool children shall not accommodate more than five children, including the children of the individual carrying on the home occupation use.

2. USE OF COMMON PROPERTY AND COMMON FACILITIES

- (1) Any tenant, employee, agent, contractor and permittee and all guests (the "Guests") of an owner shall at all times have such access and use of all portions of the common property and common facility as an owner of a strata lot, acting reasonably.
- (2) Guests must comply with all applicable governmental and other regulatory statutes, rules, regulations, codes, ordinances and licensing requirements relating to the development, and Guests shall comply with, and shall use reasonable efforts to comply with, all bylaws and rules and regulations of the strata corporation, so long as such bylaws and rules and regulations are of general application to all owners and occupiers of strata lots and do not provide for any fee or other charge whatsoever to be paid by the Guests.

3. GENERAL USE OF PROPERTY

- (1) An owner, tenant, occupant, guest, agent or invitee of the owner must not use or permit to be used 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 other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal,
 - (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.
- (2) An owner, tenant, occupant, guest, agent or invitee of the owner 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 *Strata Property Act*.
- (3) An owner, when selling or leasing such owner's strata lot, will not permit "For Sale", "For Lease" or any such signs to be placed on or about the common property including the exterior of the building and will not permit any such signs to be displayed within a strata lot so as to be visible from the outside. Such signs will only be permitted in an area designated by the council.
- (4) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property, on the limited common property including the patio area adjacent to the strata lot, or on land that is a common asset.

4. USE OF PROPERTY

- (1) An owner, tenant or occupant of a strata lot shall not:
 - (a) make, cause or produce or permit any guest, agent or invitee of the owner, tenant or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere with any other owner, tenant or occupant;
 - (b) use, or permit any guest, agent or invitee of the owner, tenant or occupant to use any musical instrument, amplifier, sound reproduction equipment, communications receivers or transmitters or other device, within or about

any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant, or the systems and equipment of any other owner, tenant or occupant;

- (c) obstruct or use, or permit any guest, agent or invitee of the owner, tenant or occupant of such strata lot to obstruct or use, the sidewalks, walkways, passages and driveways of the common property, or limited common property, for any purpose other than ingress or egress from the strata lot or parking areas within the common property of the strata plan;
- (d) do, or permit any guest, agent or invitee of the owner, tenant or occupant of such strata lot to do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof except for usual and normal household activities, such as cooking, barbequing, ironing, smoking and the like;
- (e) allow such strata lot to become unsanitary or a source of odour;
- (f) install, or permit any occupant of such strata lot or any guest, agent or invitee of the owner or occupant to install any window coverings, visible from the exterior of his strata lot, except for vertical blinds on patio doors, Venetian blinds with 2" slats in neutral beige colours on the remaining windows;
- (g) hang, display, or mount, or permit any guest, agent or invitee of the owner, tenant or occupant of such strata lot to hang, display or mount, any articles from, in or on windows or other parts of the building so that they are visible from the outside of the building;
- (h) use or install, or permit any guest, agent or invitee of the owner, tenant or occupant to use or install, in or about such strata lot any shades, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (i) erect on or fasten to, or permit any guest, agent or invitee of the owner, tenant or occupant to erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto, except with the permission of the council;
- (j) place, or permit any guest, agent or invitee of the owner, tenant or occupant to place any planter boxes, hanging plants or baskets on or about the strata lot or any limited common property including the patio, except as permitted and approved in writing by the council;
- (k) allow more than six people to occupy or reside in the strata lot at any one time, including guests, agents or invitees of the owner, tenant or occupant;

- (l) cause damage, or permit any guest, agent or invitee of the owner, tenant or occupant to 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 or the Section of which such strata lot is a part must repair and maintain under these bylaws or insure under the *Strata Property Act*;
- (m) keep any animals, birds or reptiles (all of the foregoing hereinafter referred to as a "pet") on a strata lot unless approved in writing by the council, and the council may, if such approval has been given, withdraw such approval on fifteen (15) days notice in the event of a breach of the *Strata Property Act* or the Bylaws by the owner, tenant or occupant by his/her pet.

Notwithstanding the generality of the foregoing, if the council, in its sole discretion, deems any pet whatsoever to be or be causing an unreasonable disturbance to owners, tenants or occupants of other strata lots or to be a hazard to or harmful or dangerous to any Common Property or to other owners, tenants or occupants of other strata lots, then the owner, tenant or occupant of the strata lot in which such pet is kept shall forthwith, on notice from the council, remove or cause to be removed such pet from his/her strata lot and such pet shall thereafter not be kept in that strata lot at any time.

Any municipal bylaws in effect in the City of Victoria shall have effect within the Common Property. Municipal enforcement officers are hereby authorized to enforce the City of Victoria bylaws in the Common Property.

Any and all permitted pets which may bear a leash will be required to bear one when on the Common Property or on any part of a strata lot which is not comprised within the residential dwelling forming a part thereof. No pet shall be kept on or allowed to run at large over any part of the Common Property or on any strata lot unless within the enclosed area on that strata lot. No owner, tenant or occupant of a strata lot shall feed pigeons, gulls or other birds from the strata lot or Common Property.

- (2) An owner, tenant or occupant of a strata lot may smoke inside the strata lot and on the patio adjacent to the strata lot, or in smoking areas as designated by the council, but shall not:
 - (a) carry or possess a lit cigarette, cigar or pipe, or burn tobacco in any manner anywhere on or in the common property; and
 - (b) permit ashtrays or objects intended to be a receptacle for a cigarette butt to be placed anywhere on or in the common property.

5. BICYCLES, STORAGE AND PARKING

- (1) No more than four bicycles, belonging to the occupant of the strata lot, may be kept on patios adjacent to the strata lot, and must be stored in an upright position on the patios.
- (2) An owner, tenant, or occupant of a strata lot or guest, employee, agent or invitee of any owner, tenant or occupant thereof, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant of a strata lot must:
 - (a) not use, or permit any guest, agent, or invitee to use, any parking space on the common property or on any limited common property, except the parking stall(s) allocated to a strata lot by the council (the "Designated Parking Stall(s)") or parking stalls designated as visitor parking.
 - (b) use, and cause any guest, agent or invitee to use the Designated Parking Stall(s) or visitor parking stalls for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or for the storage of any other item, unless otherwise approved in writing by the council;
 - (c) not to carry out, or permit any guest, agent or invitee to carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (d) not to wash any vehicles, or permit any guest, agent or invitee to wash any vehicles on common property or on any limited common property;
 - (e) not park, or permit any guest, agent or invitee to park any vehicle in a manner which will reduce the width of the drive aisles or ramps or roadway on the common property or on any limited common property, and
 - (f) not use, or permit any guest, agent or invitee to use, any part of the common property for storage without the written consent of the council.

6. INFORM STRATA CORPORATION

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

7. RENTAL

An owner of a strata lot shall have the unrestricted and absolute right to use his strata lot for any residential use including rental, whether short term or long term but subject to applicable zoning by-laws.

The right to not restrict residential use shall remain in perpetuity and cannot be rescinded without 100% of the owners agreeing, by unanimous resolution in writing, to restrict the same.

8. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- (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, patios 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 the common property,
 - (e) fences, railings or similar structures that enclose a patio or yard,
 - (f) common property located within the boundaries of a strata lot, or
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Strata Property Act*.
- (2) No alterations to wiring, plumbing, piping or other services shall be made within a strata lot, limited common property or common property without the strata corporation's prior written approval.
- (3) The strata corporation must not unreasonably withhold its approval under subsection (1) or (2), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

9. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- (1) An owner, tenant or occupant of a strata lot must obtain the written approval of the strata corporation, not to be unreasonably withheld, before making an alteration to common property, including limited common property, or common assets.

- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

10. ALTERATIONS TO A STRATA LOT OR COMMON PROPERTY

- (1) Any alteration to a strata lot or to common property that has not received the prior written approval of the strata corporation as required by bylaws 7 and 8 must be removed at the owner's expense if the strata corporation orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property if such repair is required as a result of the alteration. An owner who receives approval may be required by the strata corporation to sign an agreement assuming liability therefor (the "Assumption of Liability Agreement").
- (2) The owner of a strata lot will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits and submitting copies to the strata corporation is a condition of the strata corporation's approval.
- (3) Owners of strata lots who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations,
 - (b) the effects on all adjacent strata lots or common property, and
 - (c) the effects of rain and weathering, staining, and discoloration.
- (4) The strata corporation may maintain, repair, or remove alterations to common property if in the opinion of the strata corporation:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are such owner's responsibility.
- (5) On the sale of a strata lot, an owner must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation, the alteration may be removed by the strata corporation and the cost of the removal will be charged to the new owner.
- (6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the strata corporation.

- (7) The strata corporation reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The strata corporation may include specified supervision or inspection as a requirement of approval.

11. PERMIT ENTRY TO STRATA LOT

- (1) An owner, tenant, occupant or guest of a strata lot must allow a person authorized by the strata corporation or the Section in which the strata lot is located to enter the strata lot:
 - (a) in an emergency, and without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or the Section to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*; or
 - (ii) to ensure compliance with the *Strata Property Act* or these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

12. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- (1) An owner must repair and maintain the owner's strata lot, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner of a strata lot who has the use of limited common property must repair and maintain it, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws.

13. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- (1) The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of the building,

- (ii) the exterior of the building,
 - (iii) chimneys, stairs, patios or other things attached to the exterior of the building,
 - (iv) doors, windows or skylights on the exterior of the building, or
 - (v) fences, railings or similar structures that enclose a patio.
- (d) all parking spaces regardless of whether they are designated as limited common property or common property, no matter how often the repair or maintenance ordinarily occurs; and
- (e) limited common property, other than all parking spaces if so designated, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year, and the following, no matter how often the repair and maintenance occurs:
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, patios and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building, or in the front of the common property,
 - (v) fences, railings and similar structures that enclose patios and gardens.

14. COUNCIL

- (1) A council will be elected from among the owners of the strata lots and the duly appointed representatives of the owners (including corporate owners) shall include 3 and not more than 7 members of the council.
- (2) If any strata lot is owned by more than one person, only one nominee or representative of the owners of such strata lot may be a member of the strata council at one time. If one person or two or more related persons owns an interest in more than one strata lot, only one nominee or representative of such person or two or more related persons may be a member of the strata council at any one time. If a corporation or other entity or two or more related corporations or entities owns an interest in more than one strata lot, only one nominee or representative of such corporation or entity or two or more related corporations or entities may be a member of the strata council at any one time.

- (3) An owner of a strata lot will not be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

15. COUNCIL MEMBER'S TERM

- (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.

16. REMOVING COUNCIL MEMBER

- (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

17. 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 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

18. 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.

19. 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 is feasible after the meeting has been called.

20. 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.

21. QUORUM OF COUNCIL

- (1) A quorum of the council is
 - (a) one, if the council consists of one member,

- (b) two, if the council consists of two, three or four members,
 - (c) three, if the council consists of five or six members, and
 - (d) four, if the council consists of seven members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

22. 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.

23. VOTING AT COUNCIL MEETINGS

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

24. 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.

25. 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,
 - (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.

26. 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) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

27. LIMITATION ON LIABILITY OF COUNCIL MEMBER

- (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.

ENFORCEMENT OF BYLAWS AND RULES

28. MAXIMUM FINE

- (1) Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

29. 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 days, a fine may be imposed every seven days.

ANNUAL AND SPECIAL GENERAL MEETINGS

30. QUORUM

- (1) If within 1/2 hour 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 members but in any other case the meeting shall stand adjourned for a further 1/2 hour from the time appointed and, if within one half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

31. PERSON TO CHAIR MEETING

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

32. 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.

33. 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, 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) An owner of a strata lot will not be entitled to vote at a general meeting except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

34. 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.

35. ELECTRONIC ATTENDANCE AT MEETINGS

- (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

36. APPORTIONMENT OF COMMON EXPENSES

- (1) Common expenses shall be apportioned to individual strata lots in the following manner:
 - (a) common expenses shall be for the account of the strata corporation and shall be allocated to all strata lots and shall be borne by each of the owners of the strata lots in the proportion that the unit entitlement of such owner's strata lot bears to the aggregate unit entitlement of all strata lots, subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*.
 - (b) common expenses relating to areas designated as limited common property will be for the account of the owners of strata lots in such Section.

37. PAYMENT AND COLLECTION OF STRATA FEES

- (1) The strata corporation will prepare an annual budget for approval at each annual general meeting ("AGM"). The strata fees payable by each of the owners of the strata lots will include the fees owing to the strata corporation. Following approval at an AGM of such annual budget for the coming fiscal year of the strata corporation, each of the owners of strata lots will be required to send 12 post-

dated cheques representing the strata fees payable by such owner for such fiscal year to the treasurer of the strata corporation, at the beginning of such fiscal year.

- (2) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the operating fund of the strata corporation and the contingency reserve fund of the strata corporation.
- (3) Only authorized signatories will be entitled to withdraw funds from the operating fund and the contingency reserve fund.
- (4) The strata corporation will register a lien against an owner's strata lot if the owner's strata fees have not been paid to the strata corporation or if a special levy has not been paid by such owner within 15 days of written notice to the owner of the strata lot thereof.

VOLUNTARY DISPUTE RESOLUTION

38. 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 parties to the dispute consent, and
 - (b) the dispute involves the *Strata Property 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.

39. SMALL CLAIMS

- (1) Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including, but not limited to, monies owing by an owner or tenant for

a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

40. WINDOWS

- (1) The strata corporation has replaced the single pane windows with double pane windows for each of the strata lots in accordance with the conditions of stratification imposed by the District of Saanich.

41. SEVERABILITY

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

42. MODIFICATIONS OF COMMON AREAS BY DEVELOPER

- (1) For a period of up to one year following the last closing of a strata lot, the Developer may make changes to common areas and service facilities, including relocation, addition or deletion of all or a portion of the service facilities as is deemed necessary for the purposes of improvements and to remedy any deficiencies. The Developer shall be granted access to the common areas for the foregoing purpose. The foregoing relocations, additions or deletions may be made without compensation to strata lot owners.

43. MARKETING ACTIVITIES BY OWNER DEVELOPER

- (1) For a period of up to one year following the last closing of a strata lot, the Developer may carry on sales and marketing functions that relate to other projects or developments in the area, including the posting of signs.
- (2) The Developer may use a strata lot that it owns or rents as a display lot for the sale of other strata lots in the strata plan.