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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1723 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 November 15, 2018.

Resolution #1 – ¾ Vote – Repeal All Bylaws (Except Listed)

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1723 that the registered bylaws of the Strata Corporation be amended by repealing *all existing bylaws except the existing:*

- a. Pet Restriction (numbers and types of pets)– Existing bylaw 4(1)
- b. Age Restriction and Occupancy Restrictions – Existing bylaws 70 and 71
- c. Rental Restriction Bylaw – Existing Bylaws 72 to 78

And by adopting the following bylaws:

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

- 1. Payment of Strata Fees
- 2. Repair and Maintenance of Property by Owner
- 3. Use of Strata Lots, Common Property and Limited Common Property
- 4. Pets 4(2) – 4(7)
- 5. Informing the Strata Corporation
- 6. Alterations to a Strata Lot or Common Property
- 7. Alterations Made Without Permission
- 8. Permit Entry to a Strata Lot

POWERS AND DUTIES OF THE STRATA CORPORATION

- 9. Repair and Maintenance of Property by the Strata Corporation
- 10. Financial
- 11. Use of Common Property

POWERS AND DUTIES OF THE STRATA COUNCIL

- 12. General
- 13. Strata Council Size
- 14. Strata Council Composition and Eligibility
- 15. Strata Council Members' Terms
- 16. Removing a Strata Council Member
- 17. Replacing a Strata Council Member
- 18. Officers
- 19. Calling a Strata Council Meeting
- 20. Quorum of Strata Council
- 21. Voting at Strata Council Meetings
- 22. Meeting by Electronic Means and Decisions Made by Email

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as shown in the attached schedule of bylaws.

Resolution #2 – ¾ Vote –Amend Bylaw 4(1) Pet Restrictions (small breed)

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1723 that the bylaws of the Strata Corporation be amended by amending, without repealing, the *existing bylaws governing the type, number and size of permitted pets 4(1)*, to provide as shown below:

4(1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) two small pets (cats and/or dogs), having a ground to shoulder height not greater than 14 inches or 35 centimeters;
- (b) up to two caged birds;
- (c) up to two caged mammals;
- (d) a reasonable number of fish, in an aquarium of less than 100 liters.

Resolution #4 – ¾ Vote –Amend Bylaws 70 & 71

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1723 that the *existing bylaw governing the age and number of persons permitted to reside in a strata lot, namely bylaws 70 and 71* be amended without repealing it, to provide as shown in Bylaw 52 Age Restriction and Bylaw 53 Occupancy Restrictions in the attached schedule of bylaws.

Resolution #5 – ¾ Vote –Amend Bylaws 72-78

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1723 that the bylaws of the Strata Corporation be amended by amending without repealing the *existing bylaws restricting rentals, namely existing bylaws 72 to 78* to provide as shown in Bylaws 55 to 60 in the attached schedule of bylaws.

Resolution #6 – ¾ Vote – Adopt All Bylaws Approved at Meeting

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1723 that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the strata corporation.

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


Signature of Council Member


Signature of Second Council Member

Date: Jan 24, 2019

**Port Royale
November 15, 2018**

**THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES

SCHEDULE OF BYLAWS**

Supplied to StrataDocs on 2019/02/04
Ordered by Ron Neal on 2019/02/20

SCHEDULE OF BYLAWS**INTRODUCTION**

The Schedule of Bylaws for Port Royale Estates¹ provides a framework for our community's residents to live in harmony and meet common goals. The bylaws are designed with the following objectives in mind:

1. To protect and balance the rights and responsibilities of the individual with those of the community so all may co-exist in a friendly and congenial environment;
2. To protect the rights of the Strata Corporation, which is "responsible for managing and maintaining the common property and common assets of the Strata Corporation for the benefit of the owners"² and which requires the combined effort of all; and,
3. To ensure the administration of the Strata Corporation is fiscally prudent and carried out efficiently, effectively and fairly for owners and tenants.

Both owners and tenants are required to adhere to the bylaws established by the Strata Corporation. It is incumbent on owners to ensure they are familiar with the bylaws and that both they and their tenants follow the bylaw provisions.

**The Strata Corporation of Port Royale Estates
Brentwood Bay, British Columbia**

¹ Strata Plan VIS1723 (the Strata Corporation of Port Royale Estates or "Strata Corporation").

² *Strata Property Act*, part 2, section 3.

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SCHEDULE OF BYLAWS**DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS****1. Payment of Strata Fees****(1) An owner must:**

- (a) pay strata fees on or before the first day of the month to which the strata fees relate; and
- (b) pay all special levies, and user fees that may be payable in respect of his or her strata lot.

2. Repair and Maintenance of Property by Owner**(1) An owner shall:**

- (a) repair and maintain his or her strata lot except for the repair and maintenance that is the responsibility of the Strata Corporation under these bylaws, and keep them in a state of good repair: reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- (b) repair and properly maintain all electrical and plumbing appliances, fittings and fixtures that are located entirely within and which service only his or her strata lot, and shall report immediately to the management company employed by the Strata Corporation any material or significant malfunction or short-circuits involving any electrical system, water pipes or drains;
- (c) promptly carry out all work that may be ordered by any public authority which relates solely to his or her strata lot and is not for the general benefit of the Strata Corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the Strata Corporation may, on SEVEN (7) days written notice, enter into the strata lot, do the required work and charge the owner the cost of such work;
- (d) maintain the surface of balconies, decks, patios and courtyards replacing this when necessary under the direction of the strata council and using the materials and standards that may be set by the strata council from time to time;
- (e) repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws;
- (f) if they use their fireplace, cause the fireplace and chimney flue to be cleaned when an inspection, arranged by the strata council, deems it necessary.
- (g) repair, maintain and replace any improvements, alterations and additions made to their strata lot or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
- (h) be responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
- (i) remove and replace, or pay for the extra cost of the removal and replacement of any alterations to allow the Strata Corporation to gain access to an underlying building component, for the purpose of repairing or maintaining that component, that the Strata Corporation must repair and maintain under the *Strata Property Act* or these bylaws;

- (j) not allow a strata lot to become unsanitary, or a source of odors or pests, and must not leave, pile, or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot. The Strata Corporation may, on SEVEN (7) days written notice, enter a strata lot to remove any such material, and any expenses incurred by the Strata Corporation to enter a strata lot, as well as to remove such refuse, will be charged to the owner; and,
- (k) provide the Strata Corporation with current emergency contact information and the names and addresses of any holders of keys to the owner's strata lot that may facilitate access to the owner(s) strata lot in an emergency. Furthermore, owners shall undertake to advise the Strata Corporation as soon as possible regarding any changes to such information.

3. Use of Strata Lots, Common Property and Limited Common Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) may be injurious to the reputation of the Strata Corporation;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
 - (d) is contrary to any statute, ordinance, bylaw or regulation of any government authority;
 - (e) is illegal; 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.
- (2) An owner, tenant or occupant must not:
 - (a) overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the Strata Corporation's fire insurance policy;
 - (b) conduct any business activity of any kind from any strata lot, the common property or limited common property, that results in clients, or customers attending the strata lot or coming on to the common property;
 - (c) make, cause or produce any unreasonable smell, vibration or glare in or about any strata lot or the common property or limited common property or do anything which would interfere unreasonably with any other owner, tenant or occupant;
 - (d) cause unreasonable noise and must not cause any sustained or repetitive noise, or use any musical instrument, amplifier, TV set, sound reproduction equipment or any other equipment or device within or about any strata lot, the common property or limited common property such that it is audible in another strata lot between the hours of 11.00 p.m. and 7.00 a.m.; or
 - (e) give any keys, combination or other means of access to the common property other than to an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (3) In respect of bylaw 3(1)(f) above, owners, tenants or occupants may make reasonable use of the garage, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.

- (4) An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.

4. Pets

- (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) two small pets (cats and/or dogs), having a ground to shoulder height not greater than 14 inches or 35 centimeters;
 - (b) up to two caged birds;
 - (c) up to two caged mammals;
 - (d) a reasonable number of fish, in an aquarium of less than 100 liters.
- (2) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly controlled and accompanied by the owner, tenant, occupant or visitor when on the common property.
- (3) An owner, tenant, occupant or visitor shall be responsible for removing immediately his or her pet's excrement from any strata lot or from the common property.
- (4) No owner, tenant or occupant shall permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
- (5) Should the strata council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance or aggressive, then the strata council may fine the owner, require the owner to repair any damage caused by the pet, or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise in the form of prolonged (defined for the purposes of these bylaws as for more than 10 minutes in an hour) barking, howling, yowling, screaming, caterwauling or repeatedly causing damage to the common property or limited common property.
- (6) Any costs, including all legal costs on a solicitor client basis, resulting from action taken under subsection 4(5) above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- (7) The strata council may from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

5. Informing the Strata Corporation

- (1) Within TWO (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, phone number, email address for the purpose of receiving

notices, records or documents from the Strata Corporation (if any) and mailing address outside the strata plan, if any and the name of all persons who are living in the strata lot. The owner must promptly provide written notification to the Strata Corporation of any changes to this information.

- (2) On request by the strata council or a strata council member, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which strata lot they are residing or visiting.
- (3) All owners or tenants shall inform the Strata Corporation of the full name, phone number, street address, and email of an emergency contact person who has a key to their strata lot and lives within TEN (10) kilometers 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.

6. Obtaining Approval before Altering a Strata Lot or the Common Property

- (1) This bylaw does not apply to alterations that were constructed or installed before the adoption of this bylaw.
- (2) Before changing, upgrading, modifying, removing, or replacing any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (e) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, sinks, shower heads, light fixtures, light switches, or electrical outlets;
 - (f) fences, railings or similar structures that enclose a patio or balcony or yard;
 - (g) walls within a strata lot;
 - (h) flooring within a strata lot;
 - (i) common property, including limited common property; or
 - (j) common assets

(hereinafter referred to as an "Alteration") an owner must first apply to the strata council for authorization of the Alteration pursuant to this bylaw.

Application Procedure

- (3) Owners must apply in writing for permission to carry out an Alteration, at least FOUR (4) weeks prior to their proposed start date, such application shall be in writing and shall enclose the following details of the proposed Alteration:
 - (a) a detailed plan showing the proposed location of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (b) the name(s) of proposed qualified/licensed contractor(s) who will perform the work;
 - (c) any other documents or information which the strata council may reasonably require in order to grant permission.

- (4) Upon receipt of an application for an Alteration, the strata council shall, in writing, within three (3) weeks from the date of receipt of the Application or an amended Application:
- (a) request further information;
 - (b) approve the Application or amended Application; or
 - (c) reject the Application or amended Application.
- (5) The strata council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots.

Floor Coverings

- (6) An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
- (7) An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Conditions for Approval

- (8) As a condition of approving an Alteration the strata council may require an owner to do one or more of the following:
- (a) assume responsibility for any expenses related to the Alteration;
 - (b) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (c) employ qualified and licensed contractors or subcontractors to perform the work;
 - (d) if the proposed Alteration warrants it, employ, at the owner's expense an engineer, building envelope specialist or other qualified professional, as required at the sole discretion of the Strata Corporation, to prepare specifications, provide inspection and certification service for the work;
 - (e) 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;
 - (f) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - (g) 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;
 - (h) 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;
 - (i) cause all construction or demolition work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted

between the hours of 8:00 a.m. and 6:00 p.m Monday to Friday and not on weekends or public holidays;

- (j) 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;
- (k) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration. No waste receptacles, bins or dumpsters are to be placed on roadways or other common property during demolition or construction; and,
- (l) remove and clean up any debris left outside the strata lot and on the common property areas by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the contractor's or owner's efforts be deemed inadequate by strata council;
- (m) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed Alteration.

7. Alterations Installed Without Permission

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw 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.
- (2) The strata council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the strata council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The strata council is authorized in its sole discretion to take legal proceedings including an application to the Civil Resolution Tribunal pursuant to section 3.6(1) of the *Civil Resolution Tribunal 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.

8. Permit Entry to a Strata Lot

- (1) An owner, tenant or occupant or visitor must allow a person authorized by the strata council to enter his or her strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (b) at a reasonable time, on FOURTY-EIGHT (48) hours written notice, to inspect, repair or maintain common property or any other portions of the strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or to insure under section 149 of the *Strata Property Act*; and

- (c) at a reasonable time, on FOURTY-EIGHT (48) hours written notice, for the purpose of ensuring that bylaws are being observed.
- (2) The notice referred to in bylaws 8 (1)(b) and (c) above, must include the date and approximate time of entry, and the purpose for which entry is required.
- (3) For the purpose of bylaw 8(1)(a):
 - (a) an emergency is limited to an actual or perceived:
 - (i) medical trauma or illness;
 - (ii) fire or smoke;
 - (iii) water penetration, leakage or flood;
 - (iv) structural damage.
 - (b) authorized personnel is limited to:
 - (i) members of the strata council;
 - (ii) strata manager;
 - (iii) emergency and/or rescue personnel or law enforcement;
 - (iv) persons contracted by the Strata Corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (4) In the event of an emergency access, the Strata Corporation shall provide a written report to the owner setting out the date, time and reason for the entry and the names and contact information of all persons who entered the strata lot.
- (5) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the Strata Corporation shall have the right to gain entry by locksmith or force.
- (6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.
- (7) Owners, tenants and occupants are encouraged to deposit two keys to his or her strata lot with neighbours or friends in the event that emergency access is required to the strata lot in the absence of such owners, tenants or occupants. In addition, the location of this keys should be divulged, in writing, to the strata corporation's management company.

POWERS AND DUTIES OF THE STRATA CORPORATION

9. Repair and Maintenance of Property by the Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - (a) the common assets of the Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) The following items no matter how often they need to be repaired and maintained:

- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building;
- (iv) walls or railings or similar structures that enclose decks, balconies, patios and courtyards;
- (v) garage doors (but excluding the servicing or replacement of the seals, springs, rollers, tracks and other mechanical components of the operating system);
- (vi) exterior doors (but excluding the servicing or replacement of seals, hinges, locks, rollers and handles);
- (vii) windows and skylights (including the casings, the frames and sills of such windows and skylights) but excluding the servicing or replacement of hinges, locks, handles and seals;
- (viii) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.

(2) For the purposes of these bylaws, the following definitions are established:

- (a) a deck is an exterior level covering a room or other interior space;
- (b) a balcony is an exterior level on the upper floor(s) which does not cover an interior space;
- (c) a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
- (d) a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

10. Financial

(1) The Strata Corporation shall:

- (a) collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
- (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation.

(2) The Strata Corporation may, in accordance with the requirements of the *Strata Property Act*:

- (a) invest, as it may determine, in separate accounts, monies for the operating account, each special levy and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the *Strata Property Act*, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
- (b) subject to the provisions of the *Strata Property Act*, determine the contribution to the contingency reserve fund;
- (c) following approval by a THREE-QUARTERS (3/4) vote of the owners, borrow money required by it in the performance of its duties or the exercise of its powers;

- (d) following approval by a THREE-QUARTERS (3/4) vote of the owners, secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- (e) following approval by a THREE-QUARTERS (3/4) vote of the owners, purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;
- (f) impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the *Strata Property Act*.

11. Use of Common Property

(1) The Strata Corporation may:

- (a) by majority vote, make rules that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the Strata Corporation;
- (b) make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;
- (c) by resolution THREE-QUARTERS (3/4) vote of the owners, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
- (d) grant an owner the right to the exclusive use and enjoyment of common property, or special privileges; such a grant to be terminable upon reasonable notice.

(2) The Strata Corporation shall:

- (a) control and administer the common property and other assets of the Strata Corporation for the benefit of all owners;
- (b) maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
- (c) do all things necessary for the enforcement of the bylaws and any rules and regulations made by the Strata Corporation.

POWERS AND DUTIES OF THE STRATA COUNCIL

12. General

- (1) The powers and duties of the strata council shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the Strata Corporation.

13. Strata Council Size

- (1) The strata council shall consist of a minimum of five strata council members and a maximum of seven strata council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

14. Strata Council Composition and Eligibility

- (1) The strata council shall be elected by and from the owners and such:
 - (a) tenants as are so qualified under the provisions of the *Strata Property Act*;
 - (b) an individual representing a corporate owner; and
 - (c) as provided for by section 28(2) of the *Strata Property Act*, a member of the strata council provided that such person is a spouse (including a common-law spouse) of an owner.
- (2) Where a strata lot is owned by more than one person, only one person shall be a member of the strata council at any one time with respect to one strata lot.
- (3) No person shall stand for strata council or continue to be on strata 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*.
- (4) If a strata council member is unable to continue to be on strata council pursuant to bylaw 17(3), then that strata council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the strata council may replace that member pursuant to bylaw 17.
- (5) For the purpose of bylaws 17 and 20 the size of the strata council shall be set at the number of strata council members elected at the annual general meeting.

15. Strata Council Members' Terms

- (1) The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.

16. Removing a Strata Council Member

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

17. Replacing a Strata Council Member

- (1) If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
- (2) A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.

- (3) The strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
- (4) In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least TWENTY (20) percent of the votes of the Strata Corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the *Strata Property Act*, Regulation and the bylaws respecting the calling and holding of general meetings.

18. Officers

- (1) At the first meeting of the strata council held after each annual general meeting, the strata 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 unwilling 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 unable or unwilling to act for a period of two or more months, the strata council members may appoint a replacement officer from among themselves for the remainder of his or her term.
- (5) In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.
- (6) The strata council must appoint a Privacy Officer from amongst its members or from any owner who may sit on strata council. If the Privacy Officer is not an elected strata council member such person may not vote on matters before the strata council.
- (7) The strata council may remove an officer from his or her position as officer by a majority vote of the strata council.
- (8) If the strata council removes an officer from his or her position, an election must be held immediately after to replace the officer.

19. Calling a Strata Council Meeting

- (1) Any strata council member may call a strata council meeting by giving the other strata 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 strata council meeting may be held on less than one week's notice if written notice is provided to all strata council members and:
- (a) At least TWO-THIRDS (2/3) of the strata council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and TWO-THIRDS (2/3) of strata 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 strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

20. Quorum of Strata Council

- (1) A quorum of the strata council is three if the strata council consists of five or six members, and four, if the strata council consists of seven members.
- (2) Strata council members must be present in person at the strata council meeting to be counted in establishing a quorum.

21. Voting at Strata Council Meetings

- (1) At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
- (2) The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.
- (3) If at any strata council meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

22. Meeting by Electronic Means and Decisions Made by Email

- (1) At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- (2) If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.
- (3) For the purpose of these bylaws electronic means includes but is not limited to telephone, teleconferencing, Skype, web cast, email or any other method which permits all persons participating in the meeting to communicate with each other.
- (4) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the strata council's records.

- (5) The minutes of electronic meetings must record all decisions made, but need not include the exact discussion leading up to any votes.
- (6) A resolution of the strata council may be passed without a meeting if at least TWO-THIRDS (2/3) of the strata council members entitled to vote on the resolution consents to it in writing. A consent in writing under this section may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the strata council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a strata council meeting and to be as valid and effective as if it had been passed at a strata council meeting that satisfies all the requirements of the *Strata Property Act* and these bylaws relating to strata council meetings.

23. Attendance at Strata Council Meetings

- (1) Any owner may attend strata council meetings, as an observer, up to the limit of space available. Subject to bylaw 23(3) below, observers may not speak or address the strata council unless invited to do so by a majority vote of the strata council members.
- (2) Despite bylaw 23(1) above, no observers may attend those portions of strata 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) outstanding strata fees, fines or special levy against a strata lot owner;
 - (d) any legal action being considered against a strata lot owner or resident;
 - (e) any costs being levied against a strata lot owner for repair work;
 - (f) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners; and
 - (g) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
- (3) To allow owners to address the strata council on matters which do not require a formal hearing, as in bylaw 24 below, the strata council may, from time to time, hold open sessions during which owners' concerns may be given, subject to the restrictions below:
 - (a) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
 - (b) each speaker will be limited to a maximum of ten minutes speaking time;
 - (c) at least ONE (1) week's notice of matters to be raised must be given to the secretary of the strata council;
 - (d) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;

- (e) attendees must vacate the room where the strata council meeting is being held, if requested to do so under the provisions of bylaw 23(2) above;
 - (f) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.
- (4) The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.
 - (5) Audio and/or visual recording is prohibited during strata council meetings, without prior approval of the majority of strata council members.
 - (6) Audio and/or visual recording is prohibited during strata council meetings dealing with matters outlined in bylaw 23(2) or strata council hearings granted under bylaw 24. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

24. Requisition of a Strata Council Hearing

- (1) An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.
- (2) If a hearing is requested under bylaw 24(1) above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
- (3) If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

25. Strata Council to Inform Owners of Minutes

- (1) The strata council must inform owners of the results of all strata council meetings within THIRTY (30) days of the meeting, whether or not the minutes have been approved.

26. Duties of Strata Council

- (1) The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
 - (a) a copy of the *Strata Property Act* and Regulation;
 - (b) a copy of changes to the bylaws, and any rules or regulations presently in force;
 - (c) a copy of special and unanimous resolutions;
 - (d) a copy of all the legal agreements to which the Strata Corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - (e) a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers if applicable;

- (f) a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the Strata Corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
- (g) a copy of the annual budget for each year; and
- (h) a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.

(2) In addition, the strata council shall:

- (a) record minutes of its proceedings;
- (b) record or cause to be recorded minutes of annual and special general meetings;
- (c) maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
- (d) prepare or cause to be prepared proper accounts relating to all the financial transactions of the Strata Corporation during the fiscal year for distribution to all owners at the annual general meeting;
- (e) on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

27. 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 TWO (2) percent of the annual operating budget.
- (4) Pursuant to subsection 98(3) of the *Strata Property Act* and despite bylaws 27(1) and (3) above, a strata 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) Any expenditure under subsection (4) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (6) The Strata Corporation must inform owners as soon as feasible about any expenditure made under bylaws 27(3) or 27(4).

- (7) 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 THREE THOUSAND (\$3,000.00) DOLLARS unless the same is approved in the annual budget or by a THREE-QUARTER (3/4) vote of the owners.

28. Delegation of Strata Council's Powers and Duties

- (1) Subject to bylaws 28(2) and (3) below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the strata council, and may, at any time, revoke the delegation.
- (2) The strata 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 purpose for which, or the conditions under which, money may be spent.
- (4) The strata council may not delegate its powers to determine, based on the facts of each particular case:
- (a) whether a person has contravened a bylaw, rule or regulation; or
 - (b) whether a person should be fined, and, if so, the amount of the fine.
- (5) The strata council may employ, for and on behalf of the Strata Corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the Strata Corporation:

29. Limitations on Liability of a Strata Council Member or Volunteer

- (1) A strata 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 strata council.
- (2) Subsection (1) does not affect a strata 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.

- (5) All acts done in good faith by the strata council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

30. Responsibilities

- (1) An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules as may be created by the strata council or the owners from time to time.
- (2) An infraction or violation of these bylaws or any rules by an owner, or the owner's occupants, agents, tenants or visitors may be corrected, remedied or cured as set out in bylaws 31 to 34 below.

31. Enforcement Options

- (2) The Strata Corporation may:
- (a) fine an owner a maximum of:
 - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw (save and except for a breach of a rental restriction bylaw, or a breach of a short term rental / transient accommodation bylaw);
 - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule;
 - (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw; and
 - (iv) up to ONE THOUSAND DOLLARS (\$1,000) a night for a breach of the short term rental / transient accommodation bylaw.
 - (b) do what is reasonably necessary to remedy a contravention of the bylaws or rules, including:
 - (i) doing work on or to a strata lot, the common property or common assets, and,
 - (ii) removing objects from the common property or common assets.
 - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130 of the *Strata Property Act*.
 - (d) if an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, impose a fine every SEVEN (7) days so long as the contravention continues.

32. Interest on Late Payment

- (1) The Strata Corporation may charge interest at the rate of TEN (10) percent per annum compounded annually, on all late monthly strata fees, and special levies. Such interest shall be

deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the *Strata Property Act*.

33. Payment of Fines and Penalties

- (1) The Strata Corporation may levy against an owner or tenant: fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata Corporation to enforce the bylaws or rules or to remedy a contravention thereunder.
- (2) Any fines, banking charges, filing costs, legal expenses, interest charges and other expenses levied under bylaw 33(1), shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the next month.
- (3) Any fines, banking charges, filing costs, legal expenses, interest charges and other expenses will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against the separate component.

34. Complaints to Strata Council

- (2) Owners, tenants or occupants who wish to make a complaint to the strata council must do so in writing.
- (3) The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation.
- (4) Prior to imposing any fines, taking any enforcement action, or imposing other penalties the Strata Corporation must conform to the procedures set out in section 135 of the *Strata Property Act* including providing the subject of the complaint written notice setting out:
 - (a) details of the complaint;
 - (b) the bylaws or rules that have allegedly been breached;
 - (c) notice that they have the opportunity to answer the complaint, including a hearing if requested;
 - (d) notice that they must respond in writing to the complaint and that the Strata Corporation may impose a fine or penalty if an owner, occupant, or tenant has not substantively responded to the notice in writing or requested a hearing within two weeks of the receipt of the Strata Corporation's notice of a bylaw contravention.
- (5) If the subject of the complaint:
 - (a) fails to request a hearing or respond in writing to the complaint within the required timelines; or
 - (b) does respond in writing or has a hearing; and

the strata council determines that the owner, tenant or occupant concerned has breached a bylaw or rule, the strata council shall in writing inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine.

- (6) Despite the maximum limits the strata council has sole discretion to take into account the circumstances of each case, and may impose a fine in any amount up to and including the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

35. Calling of Meetings

- (1) Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
- (2) General meetings other than annual general meetings shall be termed special general meetings.
- (3) The strata council may, whenever it considers proper and shall on requisition in writing by owners or mortgagees holding at least TWENTY (20) percent of the Strata Corporation's votes, within the relevant time period specified by section 43 of the *Strata Property Act*; convene a special general meeting to deal with the resolutions set forth in the requisition.
- (4) Notice of a general meeting shall be dispatched to all owners, tenants and first mortgagees who have notified their interests to the Strata Corporation twenty days before the date on which the meeting is due to take place. The notice is to give the date, place, and hour of that meeting and detailing the business that is to be conducted, including all the resolutions that it intends to lay before the meeting.
- (5) Accidental omission to give notice to an owner, tenant or first mortgagee or failure to receive a notice duly dispatched to an owner, tenant or first mortgagee shall not invalidate the proceedings of the meeting.

36. Quorum

- (1) Notwithstanding Section 48(3) of the *Strata Property Act*, if within FIFTEEN (15) minutes from the time appointed for an annual or special general meeting a quorum is not present the meeting shall stand adjourned for a further FIFTEEN (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.

37. Person to Preside at Meetings and Attendance by Non-voters

- (1) The president of the strata council must preside over annual and special general meetings.
- (2) If the president of the strata council is unwilling or unable to act, the vice president of the strata council must preside over the meeting.
- (3) If neither the president nor the vice president of the strata council presides over the meeting, a chairperson must be elected by the eligible voters present in person or as represented by proxy.

38. Voting

- (1) At an annual or special general meeting, voting cards shall be issued to eligible voters or their proxies.
- (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 president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.
- (4) The outcome of each vote, including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
- (5) If there is a tie vote on a procedural matter 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 strata council chairs the meeting where there is a tie vote on a procedural matter, the chair elected in accordance with subsection 37(3) may break the tie by casting a second, deciding vote.
- (6) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an EIGHTY (80) percent or unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.
- (7) A strata lot held in joint ownership is entitled to a single vote only.
- (8) In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared an abstention.
- (9) Notwithstanding anything in this paragraph above, an election of strata council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.
- (10) If a THREE-QUARTER (3/4) vote resolution is passed by persons holding less than FIFTY (50) percent of the votes of the Strata Corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding TWENTY-FIVE (25) percent of the Strata Corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.

39. Proxies

- (1) The instrument appointing a proxy shall be drawn up in the format required by the *Strata Property Act*, and to be considered valid must be signed by the owner or by his or her attorney.
- (2) The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.

- (3) The proxy form may be held by any person nominated by the owner.
- (4) Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the *Strata Property Act* may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

40. Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the *Strata Property Act*, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the Strata Corporation.
- (2) Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the chairperson.
- (3) Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

41. Order of Business

- (1) Unless changed by a majority vote of the owners, the order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of strata 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 strata council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

42. 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 greater 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) of the *Strata Property Act*.
- (4) Despite any other section of the *Strata Property 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 of the *Strata Property Act*.
- (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 *Strata Property 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 *Strata Property 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.) waterbeds;
 - (ii.) dishwasher;
 - (iii.) refrigerator with ice/water dispensing capabilities;
 - (iv.) garburator;
 - (v.) hot water tank;
 - (vi.) washing machine;
 - (vii.) toilet, sink, bathtub and/or shower;
 - (viii.) air conditioner;
 - (ix.) fish tank;
 - (x.) fireplace;
 - (xi.) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (xii.) 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 an insurance policy to cover:
- (a) the losses described in section 161 of the *Strata Property 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.
- (12) In the case of uninsured loss or damage, or loss or damage from a peril that is insured but which falls below the relevant insurance deductible on the Strata Corporation's insurance policy, the Strata Corporation shall not be liable to an Owner, Tenant, Occupant or Visitor for any loss, damage or expense caused by:

- (a) any failure, defect or want of repair of the Common Property or Common Assets of the Strata Corporation or any part thereof, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.
 - (b) an overflow or leaking of water, breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.
- (13) The Strata Corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the Strata Corporation together with the receipts for the payment of the last premium.

GENERAL RESTRICTIONS

43. Windows

- (1) An owner, tenant or occupant shall not:
 - (a) hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
 - (b) cover any window with aluminum foil, paper, plastic or other similar items except for solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable.

44. Balconies, Decks, Patios and Courtyards

- (1) An owner, tenant or occupant shall not:
 - (a) keep or store on his or her balcony, deck, patio or courtyard material or items of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony or deck structure;
 - (b) hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - (c) with the exception of pets kept in the strata lot pursuant to these bylaws, feed birds, other than humming birds, or other wildlife from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
 - (d) paint any exterior doors or balcony or patio walls and railings any colour not approved in writing by the strata council;
 - (e) make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved in writing by the strata council;
 - (f) erect or install patio, balcony or deck enclosures of any kind;
 - (g) install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used

and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

45. Signs, Aerials and Open Houses

(1) Owners, occupants and tenants must not:

- (a) erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
- (b) erect or install anywhere on the common property or limited common property any satellite dish, aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
- (c) place, display or install a 'For Sale' sign in any other area than on the signboard at the main entrance to Port Royale. A 'For Sale' sign placed on the sign board must be of the size, shape and style approved by the strata council;
- (d) erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot except for signs permitted by the federal and provincial *Elections Act*;

(2) An owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

46. Parking

- (1)
 - (a) Owners, tenants or occupants and visitors shall park their cars and/or motor-cycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or occupants this space is normally the garage. Notwithstanding the prohibition in this section 46(1)(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).
 - (b) At times owners and/or occupants may require caregiver services. Wherever possible caregivers should park their vehicles in the garage or if that is not available in a visitor parking space as defined in bylaws 46(1)(e) and (g).
 - (c) No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, boat or trailer.
 - (d) Notwithstanding the prohibitions in subsection 46(c) above, an owner, tenant or occupant may park a recreational vehicle, boat or trailer on the common property for the purposes of cleaning, loading and unloading, provided always that:
 - (i) the vehicle, boat or trailer concerned does not impede access to any other strata lot; and
 - (ii) the vehicle, boat or trailer does not remain parked for a period longer than twenty-four hours.
 - (e) Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.

- (f) No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than seven consecutive days or 10 days in any calendar month without the prior approval of the strata council given in writing.
- (g) Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that access to neighbouring strata lots is not impeded.
- (h) There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
 - i. one which is not licensed or insured; or
 - ii. one that is, in the opinion of the strata council, unsightly.

47. Garages and Cars

(1) An owner, tenant or occupant shall not:

- (a) keep his or her garage door open except
 - (i) for the purpose of entering or exiting by his or her motor vehicle(s);
 - (ii) in conditions of excessive heat or humidity, the garage door may be kept open but not more than one metre;
 - (iii) for a reasonable period of time while making appropriate use of the garage or while performing maintenance or cleaning of his or her property.
- (b) cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.;
- (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency.

(2) An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

48. Garbage and Refuse

(1) An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or her strata lot in the enclosure provided by the Strata Corporation for this purpose, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property at his or her own expense.

(2) An owner, tenant or occupant shall not:

- (a) Collect, or accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to become untidy or a hazard to health;
- (b) make use of the storm drains that lead to the marine environment to dispose of oil, paint, pesticides or any other substance.

49. Garden Planting and Maintenance

- (1) Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
- (a) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (b) those areas between garages, by mutual consent between the two neighbours concerned;
 - (c) a three-foot strip outside the patio railings;
 - (d) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- (2) In the case of bylaw 50(1) above, an owner, tenant or occupant of a strata lot shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- (3) Plantings by individual owners, tenants or occupants on the areas detailed in bylaw 49(1) above, shall be limited to the following:
- (a) flowering plants or evergreen shrubs;
 - (b) annuals and perennials;
 - (c) hanging baskets.
- (4) Vegetables shall not be planted on the common property.
- (5) The maximum height of any planting shall be:
- (a) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (b) the height of either the lower patio railing on the northern faces of the buildings.
- (6) The owner, tenant or occupant who plants in accordance with sub-sections 49(1)(b) or (c) above, and subsequent owners, tenants and occupants of that strata lot will be responsible for the care and maintenance of those plantings, including weeding, pruning, trimming and watering.
- (7) If these areas are not properly maintained and if, as a result, a complaint is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be maintained; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- (8) Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
- (a) plant any tree or shrub which may grow to such a height as would impede the view of the water from another strata lot;

- (b) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s) or permit any such tree or shrub to allow or facilitate animal access to any roofs, walls or eaves.
- (9) In the event of a written complaint from an owner or an employee of the Strata Corporation who believes that an owner, tenant or occupant is in contravention of sub-section 49(8) above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.
- (10) If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- (11) Save as permitted under sub-section 49(6) above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- (12) Upon written request, the strata council may order a tree or shrub to be topped or felled if:
 - (a) such action is necessary for reasons of safety or building integrity, or
 - (b) such tree or shrub is:
 - (i) obstructing the water view from the 'Venetian' style window on the upper floor; and
 - (ii) lies within an arc of 50°, measured from the center of that window pane.
- (13) In both cases listed in sub-section 49(12) above, the strata council will require an 'on site' inspection before deciding what action to take.
- (14) The strata council cannot guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

50. Barbequing and Heating Devices

- (1) Owners, occupants and tenants must not, use, place, leave or store barbequing or heating devices anywhere on the common property without the prior written approval of the strata council.
- (2) Barbeques, hibachis, cooking or heating devices must be powered by propane or electricity.
- (3) Owners, occupants and tenants must not, store propane tanks or containers in garages or any other internal area.
- (4) Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
- (5) If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, the strata council may fine such owner, tenant or occupant as provided for in these bylaws.

51. Outdoor Lighting and Decoration

- (1) Decorative lights, lighted ornaments or other decorations may only be installed, displayed or used on the exterior of a building, including patios, balconies, courtyards, and those parts of the common property being maintained by owners and tenants under the provision of bylaw 50, between the 1st of December and January 15th of the following year.
- (2) All decorative lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
- (3) No decorative lights, lighted ornaments or other decorations are to be placed on any part of the roof.
- (4) For the purposes of bylaw 51, "decorative lights" means lights of any type including incandescent, fluorescent, and LED, whose primary purpose is decorative and not for providing lighting of an area.

52. Age Restriction

- (1) No one under NINETEEN (19) years of age may ordinarily reside in a strata lot.
- (2) A person shall be deemed to be ordinarily residing in a strata lot if such person spends more than 60 nights each calendar year in the strata lot.
- (3) This age restriction bylaw is applicable to those strata lots that are rented in accordance with the provision of the *Residential Tenancy Act* save that any existing underage tenants will be grandfathered.

53. Occupancy Restriction

- (1) In no case shall:
 - (a) a one-bedroom strata lot be occupied by more than two persons;
 - (b) a two-bedroom lot be occupied by more than three persons;
 - (c) a three-bedroom or more strata lot be occupied by more than four persons.
- (2) Despite bylaw 53(1), the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship.

54. Absence from Strata Lot

- (1) An owner or tenant who plans to be away and leave the strata lot vacant for a period of SEVEN (7) days or longer shall:
 - (a) advise the property management company of the planned absence and confirm the identity

of any emergency keyholder(s) and provide their emergency contact information, if available; and

(b) turn off the main water valve for the strata lot prior to going away.

(2) Notwithstanding bylaw 54(1), in the event the extended absence is between May 1 and September 30 and there is an exterior watering system that prevents the water from being shut off during the extended absence, the owner must:

(a) arrange for the strata lot to be inspected no less frequently than every FOUR (4) days, and

(b) inform the property management company of the identity of the person(s) that will be inspecting the unit, together with his or her contact information.

RENTAL RESTRICTIONS

55. Number of Permitted Rental Units and Waiting List

- (1) Subject to bylaw 60 below, at any given time up to four strata lots may be rented or leased for terms of not less than six months.
- (2) The strata council will keep a list of owners who wish to rent their strata lot and the priority of their application.
- (3) The strata council shall post a copy of the waitlist with each set of strata council minutes. The strata council shall grant approvals on a first come basis in the order of the date such applications are received by the strata council.
- (4) An owner whose permission to rent or lease has terminated for any reason and who wishes to reapply for permission shall be placed at the end of the waiting list. No owner shall be entitled to priority based on having received permission to lease in the past.

56. Application Procedure

Before Renting

- (1) Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing.
- (2) If the number of strata lots rented or leased at the time an owner applies for permission to rent or lease has not reached the limit stated in bylaw 55(1), excluding exempt strata lots pursuant to sections 142, 143 and 144 of the *Strata Property Act*, the strata council must approve the owner's application in writing within 14 days.
- (3) If the number of strata lots rented or leased at the time an owner applies for permission to rent or lease has reached the limit stated in bylaw 55(1), excluding exempt strata lots pursuant to sections 142, 143 and 144 of the *Strata Property Act*, the strata council must refuse permission and notify the owner in writing within fourteen (14) days, that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the strata council.

57. After Receiving Permission to Rent

- (1) Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within TWO (2) months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.
- (2) The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the Strata Corporation and will deliver to the management company employed by the Strata Corporation a properly executed Form 'K' prior to the tenant taking up residence in the Strata Corporation.
- (3) Once an owner has entered into a tenancy agreement after receiving permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may rent or lease his or her strata lot until the earlier of:
 - (a) the date the owner, or a Family Member of the owner moves into and resides in the strata lot;
 - (b) the date the strata lot is conveyed to an Owner occupier of the strata lot;
 - (c) in the event the strata lot is sold subject to an existing tenancy; the date the tenancy agreement between the new owner and the existing tenant at the time of sale is determined, terminated or expires; or
 - (d) the permission to rent terminates pursuant to bylaw 57(1) above.
- (4) The owner shall advise the management company employed by the Strata Corporation of the address and telephone number where the owner may be contacted during his or her absence.

58. Family Member and Hardship Exemptions

- (1) Notwithstanding bylaw 55 above, where the rental restriction may cause a hardship, an owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
- (2) The written application for a hardship exemption must include:
 - (a) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (b) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
 - (c) any other financial and personal information or documents as may reasonably be requested in writing by the strata council.
- (3) If the owner requests a hearing, then the Strata Corporation shall:
 - (a) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the Strata Corporation; and

- (b) provide its written decision within ONE (1) week of the hearing.
- (4) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.
- (5) These bylaws do not apply to prevent the rental or lease of a strata lot to a member of the "family" of the owner, meaning:
 - (a) the spouse of an owner
 - (b) a parent or child of the owner; or
 - (c) a parent or child of the spouse of the owner.

59. Legal Provisions

- (1) For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
 - (a) Any agreement whereby consideration of any type is exchanged for the provision of lodging in a strata lot in the absence of a strata lot owner, or a member of the strata lot owner's family.
 - (b) any agreement, excluding a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as herein contained; and
 - (c) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease.
- (2) The Strata Corporation is entitled to impose a fine of up to FIVE HUNDRED DOLLARS (\$500) for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every SEVEN (7) days.
- (3) The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

60. Furnished Rentals

- (1) Despite bylaw 55 above, and pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, any owner, may rent, lease or provide a license of occupancy to their furnished strata lot for ONE (1) period of between ONE (1) and SIX (6) months in any calendar year.
- (2) Any owner renting or otherwise allowing occupancy of his or her strata lot for a period of between one and six months shall provide the management company employed by the Strata Corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

61. Prohibition Against Use of Strata Lot as Transient Accommodation

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

62. Legal Action and Indemnification for Costs

- (1) The strata council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
- (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 pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) per case, to conduct the proceedings.
- (3) The strata council may make a request under section 4 of the *Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to FIVE THOUSAND DOLLARS (\$5,000) per case, to conduct the proceedings.
- (4) Owners and tenants who, or whose occupants breach the bylaws, rules, or the provisions of the *Strata Property Act* shall reimburse the Strata Corporation for any and all costs and expenses associated with the enforcement of the bylaws, and rules or the costs of remedying a contravention including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client basis.
- (5) Subject to the discretion of the strata council, any legal costs or expenses so incurred by the Strata Corporation arising out of an owner's breach of the bylaws or the rules 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.

63. Smoking Prohibitions

- (1) "Smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products. The term "Smoking" or "smoke" includes but is not limited to: tobacco smoking, use of electronic cigarettes, or vaporizers, heroin smoking, crack smoking, and marijuana smoking.
- (2) Owners, tenants, occupants, and visitors must not smoke on the common property.
- (3) If the strata council receives complaints and determines that an owner, occupant, or tenant who smokes in their strata lot is causing a nuisance or a hazard to the health of the owners, occupants or tenants of other strata lots, then the strata council may revoke the smoker's right to smoke tobacco in their strata lots, on SIXTY (60) days written notice.

64. Marijuana Prohibitions

- (1) "Smoking marijuana" or "smoke marijuana" means releasing into the air, gases, particles, or vapours as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) Owners, occupants, tenants, and visitors must not:
 - (a) grow marijuana in a strata lot or on the common property;
 - (b) sell marijuana from a strata lot or the common property;
 - (c) smoke marijuana on the common property or on any deck, balcony, patio or courtyard.
- (3) The prohibitions and restrictions in subsection (2) of this bylaw applies to both recreational marijuana use and those owners, tenants, or occupants who have a valid authorization to possess marijuana issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar or successor legislation.
- (4) Despite bylaw 64(3) above, and any smoking restriction bylaws currently in place, an owner, tenant, or occupant may apply to the strata council for a human rights based exemption to this bylaw to permit them to smoke medical marijuana within their strata lot but not on their patios, decks, courtyards or balconies, or any other common or limited common area.
- (5) The strata council may only grant a human rights based exemption permitting the smoking of marijuana or marijuana based products in a strata lot to a person if the strata council is satisfied based on written or documentary medical evidence by a medical doctor provided by the applicant that the applicant cannot reasonably obtain, ingest, or consume medical marijuana in any format other than smoking.
- (6) All owners, occupants, and tenants permitted to smoke marijuana in their strata lots pursuant to these bylaws must make reasonable efforts at their own cost to seal their strata lots, purify the air within their strata lots through the use of approved air purifiers and or smoke eaters, to prevent secondhand marijuana smoke from infiltrating the common property, or other strata lots.

- (7) If the strata council receives complaints and determines that a permitted marijuana smoker is causing a nuisance or a hazard to the health of other owners, occupants or tenants, then the strata council may revoke the smoker's right to smoke marijuana in their strata lots, on SIXTY (60) days written notice.

65. Severability

- (1) For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

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Ordered by Ron Neal on 2019/02/20

- Ordered By: Ron Neal of RE/MAX Alliance on Feb 20, 2019
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Deduct LTSA Fees? Yes

LTO Document Reference:

Supplied
Ordered

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1723 (Port Royale Estates) 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 October 22, 2015.

Resolutions:

BE IT RESOLVED that the Owners of Strata Plan VIS1723, by 3/4 vote, hereby repeal Section 18(b) of the bylaws.

BE IT RESOLVED that the Owners of Strata Plan VIS1723, by 3/4 vote, hereby amend Section 9 of the bylaws by deleting Section 9(c)(2)(d)-(f) and Section 9(d)(5)-(7) and replacing them with the underlined items as follows:

9. "The strata corporation must repair and maintain all of the following:

- a. the common assets of the corporation;
- b. common property that has not been designated as limited common property;
- c. limited common property, but the duty to repair and maintain is limited to:
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and
 - (2) the following; no matter how often the repair and maintenance ordinarily occurs:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue) stairs, balconies and other things attached to the exterior of the building;
 - (d) garage doors (but excluding the servicing or replacement of the springs, rollers, tracks and other mechanical components of the operating system);
 - (e) exterior doors (but excluding the servicing or replacement of hinges, locks, rollers and handles);
 - (f) windows and skylights (including the casings, sills and frames of such windows and skylights but excluding the replacement of double glazed windows whose thermoseals have failed and excluding the servicing or replacement of hinges, locks, and handles);
 - (g) walls, railings or gates that enclose decks, balconies, patios and courtyards.

d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:

- (1) the structure of a building;
- (2) the exterior of a building;
- (3) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building;
- (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards;
- (5) garage doors (but excluding the servicing or replacement of the springs, rollers, tracks and other mechanical components of the operating system);
- (6) exterior doors (but excluding the servicing or replacement of hinges, locks, rollers and handles);
- (7) windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the replacement of double glazed windows whose thermoseals have failed and excluding the servicing or replacement of hinges, locks, and handles);
- (8) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots."

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



Signature of Council Member



Signature of Second Council Member

Date: Dec. 15, 2015

THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES
SCHEDULE OF BYLAWS

Port Royale
Revised October 22, 2015

SCHEDULE OF BYLAWS

INTRODUCTION

The purpose of this document is threefold: in the first place it is designed to protect owners' rights by balancing the rights of the individual with the rights of the community, so that all may lead an undisturbed life together.

In the second place, it is designed to protect the rights of the strata corporation, which is responsible for the maintenance of everything within the perimeter fence (and, indeed, the fence itself) and requires the co-operation of all residents to assist it in this task.

In the third place, it is designed to ensure that the administration of Port Royale is carried out efficiently, economically and fairly for the benefit of all.

The bylaws are therefore the blueprint for a 'design for living', and although they curtail certain activities and actions, they are intended for the common good and bear evenly on all. They must therefore be observed by all.

On buying into the strata corporation all owners have signed a contract to this effect, so it behooves them to ensure that they are familiar with the contents of this document and that they and their tenants are prepared to abide by its provisions.

The Port Royale Estates

Brentwood Bay.

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SCHEDULE OF BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

1. An owner must:
 - a. pay strata fees on or before the first day of the month to which the strata fees relate; and
 - b. pay all rates, taxes, charges and assessments that may be payable in respect of his or her strata lot.

Repair and Maintenance of Property by Owner

2. An owner shall:
 - a. repair and maintain his or her strata lot and areas allocated to his or her exclusive use, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws, and keep them in a state of good repair: reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - b. when made necessary by accident or neglect, replace doors (including garage doors), skylights and windows so as to match the standard, quality and design of those presently existing;
 - c. repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot, and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water pipes or drains;
 - d. bear the sole responsibility in any case where the owner does not repair or report, in accordance with sub-section c. above, and damage is caused as a result. In this event, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such monies on a solicitor own client basis;
 - e. promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot;
 - f. maintain the surface membrane of the balcony, replacing this when necessary under the direction of the strata council and using the materials and standards that may be set by the strata council from time to time;
 - g. repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - h. provide the strata corporation with current emergency contact information and the names and addresses of any holders of keys to the owner(s) strata lot that may facilitate access to the owner(s) strata lot in an emergency. Furthermore, owners shall undertake to advise the strata corporation as soon as possible regarding any changes to such information.

Use of Property

3. a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that;
- (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
 - (4) is illegal; or
 - (5) 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.
- b. In respect of sub-section a.(5) above, owners, tenants or occupants may make reasonable use of the garage space for storage or the accommodation of a workbench or freezer chest, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.
- c. An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the strata corporation must repair and maintain under these bylaws, or insure under section 149 of the Act.

Pets

4. a. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (1) one small dog, having a ground to shoulder height not greater than 14 inches or 35 centimeters, and a weight of not more than 20 pounds or 9 kilograms, or one cat;
 - (2) up to two caged birds, but excluding pigeons;
 - (3) a reasonable number of fish, always provided that the weight of the aquarium does not place an undue strain upon any structure.
- b. An owner, tenant or occupant possessing a pet animal or bird shall inform the management company employed by the strata corporation of the particulars of their pet (s).
- c. An owner, tenant, occupant or visitor must ensure that his or her pets are leashed or otherwise secured when on common property.
- d. An owner, tenant, occupant or visitor shall be responsible for removing his or her pet's excrement from any strata lot or from the common property.
- e. No owner, tenant or occupant shall permit his or her pet to interfere with any other pet, person or object, or permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
- f. If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance; the strata council shall deliver written notice to the owner, tenant or occupant concerned requiring that he or she remove the aforesaid pet within fifteen days. Should

such owner, tenant or occupant fail to remove the pet in question permanently from the strata corporation, including the individual's own strata lot, then the strata council may:

- (1) levy a fine for contravention of this bylaw; or
 - (2) take legal action to require the removal of the pet in question.
- g. Any costs, including all legal costs on a solicitor own client basis, resulting from action taken under sub-section 4.f. above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- h. The strata council may from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

Informing the Strata Corporation

5. a. Within two weeks of becoming an owner, an owner must inform the management company employed by the strata corporation of his or her name, strata lot number, telephone number and mailing address outside the strata plan, should this apply.
- b. An owner must notify the management company employed by the strata corporation promptly of any changes of ownership, or of any mortgage or other dealing which affects the title of his or her strata lot.
- c. On request by the strata council, a tenant must inform the management company employed by the strata corporation of his or her name and telephone number.

Obtaining Approval before Altering a Strata Lot

6. a. An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
- (1) the exterior of a building;
 - (2) the structure of a building;
 - (3) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (4) doors, windows or skylights on the exterior of a building;
 - (5) walls or railings or similar structures that enclose a deck, balcony, patio or courtyard;
 - (6) common property located within the boundaries of a strata lot;
 - (7) those parts of a strata lot which the strata corporation must insure under section 149 of the Act.
- b. The strata council must not unreasonably withhold its approval under sub-section 6.a. above, but it may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

- c. In addition to the guarantee required by sub-section 6.b. above, the strata council may also require the owner, at his or her expense, to obtain a professional evaluation of the impact of the proposed changes on the structural integrity of the adjoining strata lots, and where such an evaluation reveals any risk to such lots the strata council shall act in the interest of the common good by taking whatever action is necessary to prevent such alteration from taking place.
- d. Any costs, including all legal costs on a solicitor own client basis, resulting from such action as is required under sub-section 6.c. above shall be the sole responsibility of the strata lot owner concerned.

Obtaining Approval before Altering Common Property

- 7.
 - a. An owner must obtain the written approval of the strata council before making any alteration to the common property or any limited common property.
 - b. The strata council may not unreasonably withhold its approval under sub-section 7.a. above, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expense relating to the alteration.
 - c. Should the nature of the request so warrant, the strata council may take additional action as is specified in sub-sections 6.c. and 6.d. above.

Permit Entry to a Strata Lot

- 8.
 - a. An owner, tenant or occupant or visitor must allow a person authorized by the strata council to enter his or her strata lot:
 - (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (2) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property or any other portions of the strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or to insure under section 149 of the Act; and
 - (3) at a reasonable time, on 48 hour's written notice, for the purpose of ensuring that bylaws are being observed.
 - b. The notice referred to in sub-sections 8.a.(2) and (3) above, must include the date and approximate time of entry, and the purpose for which entry is required.
 - c. An owner, tenant or occupant should ensure that he or she deposits a key to his or her strata lot with a neighbour or friend in the event that emergency access is required to the strata lot in the absence of such owner, tenants or occupant. In addition, an owner, tenant or occupant should inform, in writing, the management company employed by the corporation of the location of this key.
 - d. Should an emergency occur, and no key be readily available, the strata council or its authorized agent(s) will enter the strata lot using force if this is so required. In this event, the repair of any damage necessarily incurred will be at the expense of the owner, tenant or occupant concerned.

POWERS AND DUTIES OF THE STRATA CORPORATION

Repair and Maintenance of Property by the Strata Corporation

9. The strata corporation must repair and maintain all of the following:
- a. the common assets of the corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain is limited to:
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and
 - (2) the following; no matter how often the repair and maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
 - (d) garage doors (but excluding the servicing or replacement of the springs, rollers, tracks and other mechanical components of the operating system);
 - (e) exterior doors (but excluding the servicing or replacement of hinges, locks, rollers and handles);
 - (f) windows and skylights (including the casings, sills and frames of such windows and skylights but excluding the replacement of double glazed windows whose thermoseals have failed and excluding the servicing or replacement of hinges, locks, and handles);
 - (g) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards.
 - d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:
 - (1) the structure of a building;
 - (2) the exterior of a building;
 - (3) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
 - (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards
 - (5) garage doors (but excluding the servicing or replacement of the springs, rollers, tracks and other mechanical components of the operating system);
 - (6) exterior doors (but excluding the servicing or replacement of hinges, locks, rollers and handles);

- (7) windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the replacement of double glazed windows whose thermoseals have failed and excluding the servicing or replacement of hinges, locks, and handles);
- (8) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.

10. For the purposes of these bylaws, the following definitions are established:

- a. a deck is an exterior level covering a room or other interior space;
- b. a balcony is an exterior level on the upper floor (s) which does not cover an interior space;
- c. a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
- d. a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

Financial

11. The strata corporation shall:

- a. collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
- b. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

12. The strata corporation may:

- a. invest, as it may determine, in separate accounts, monies for administrative purposes and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the Act, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
- b. subject to the provisions of the Act, determine the levy for the contingency reserve fund, until the reserve reaches an amount, which the strata corporation deems to be sufficient to meet planned and foreseen expenditure. Thereafter, further amounts of replacement funds may be raised from time to time over such a period of time as the strata corporation considers fit;
- c. borrow money required by it in the performance of its duties or the exercise of its powers;
- d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- e. purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;

- f. impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the Act.

Use of Property

13. The strata corporation may:
- by majority vote, make rules and regulations that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the strata corporation;
 - make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;
 - by special resolution, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
 - by special resolution, grant an owner the right to the exclusive use and enjoyment of common property, or special privileges thereon. Such a grant to be terminable upon reasonable notice, unless the strata corporation, by unanimous resolution, otherwise resolves.
14. The strata corporation shall:
- control and administer the common property and other assets of the strata corporation for the benefit of all owners;
 - maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
 - do all things necessary for the enforcement of the bylaws and any rules and regulations made for the common good by the strata corporation under sub-section 13.a. above.

POWERS AND DUTIES OF THE STRATA COUNCIL

General

15. The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the strata corporation.

Council Size

16. The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

Council Composition

17. a. The strata council shall be elected by and from the owners and such tenants as are so qualified under the provisions of the Act.

- a. In addition, and as provided for by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a qualified tenant may be a member of the strata council provided that such person is;
 - (1) a spouse (including a common-law spouse) of an owner; or
 - (2) a professional advisor of an owner.
- b. Where a strata lot is owned by more than one person, only one joint owner shall be a member of the strata council at any one time.

Council Members' Terms

18. a. The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.

Removing a Council Member

19. a. The strata corporation may, by a majority vote passed at an annual or special general meeting, remove one or more strata council members.
- b. After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the said council member for the remainder of his or her term.
- c. No person shall stand for the strata council or continue to be a member of the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the provisions of the Act.

Replacing a Council Member

20. a. If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
- b. A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.
- c. the strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
- d. In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 25% of the votes of the strata corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, Regulation and the bylaws respecting the calling and holding of general meetings.

Officers

21. a. At the first meeting of the strata council held after each annual general meeting, the strata council must elect from among its members a president; a vice president; a secretary and a treasurer.
- b. A person may hold more than one office at a time, other than the offices of president and vice president.

- c. The vice president has the powers and duties of the president:
- (1) while the president is absent or unwilling to act; or
 - (2) for the remainder of the president's term, if the president ceases to hold office.
- d. If an officer other than the president is unable or unwilling 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 his or her term.
- e. In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.

Calling a Council Meeting

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

Quorum of Council

23. a. A quorum of the strata council is three, if the council consists of five or six members, and four, if the council consists of seven members.
- b. Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

Voting at Council Meetings

24. a. At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
- b. If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding, vote.
- c. The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.

Meeting by Electronic Means

25. a. At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- b. If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.

Attendance at Council Meetings

26. a. Any owner may attend council meetings, as an observer, up to the limit of space available.
- b. Despite sub-section a. above, no observers may attend those portions of strata council meetings that deal with any of the following:
- (1) bylaw contravention hearings under section 135 of the Act;
 - (2) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (3) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
- c. To allow owners to address the strata council on matters which do not require a formal hearing, as in paragraph 27 below, the strata council may, from time to time, hold open sessions during which owners concerns may be given, subject to the restrictions below:
- (1) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
 - (2) each speaker will be limited to a maximum of ten minutes speaking time;
 - (3) at least one week's notice of matters to be raised must be given to the secretary of the strata council;
 - (4) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;
 - (5) attendees must be prepared to vacate the room where the strata council meeting is being held, if requested to do so under the provisions of sub-section b. above;
 - (6) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.
- d. The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.

Requisition of a Council Hearing

27. a. An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.
- b. If a hearing is requested under sub-section a. above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
- c. If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

Council to Inform Owners of Minutes

28. The strata council must inform owners of the results of all strata council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Responsibilities of Council

29. The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
- a. a copy of the Strata Property Act and Regulation;
 - b. a copy of changes to the bylaws, and any rules or regulations presently in force;
 - c. a copy of special and unanimous resolutions;
 - d. a copy of all the legal agreements to which the strata corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - e. a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers and e-mail addresses if applicable;
 - f. a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the strata corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
 - g. a copy of the annual budget for each year; and
 - h. a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.
30. In addition, the strata council shall:
- a. record minutes of its proceedings;
 - b. record or cause to be recorded minutes of annual and special general meetings;
 - c. maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
 - d. prepare or cause to be prepared proper accounts relating to all the financial transactions of the strata corporation during the fiscal year for distribution to all owners at the annual general meeting;
 - e. on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

Spending Restrictions

31. a. In accordance with the provisions of the Act, the monetary limitation upon the strata council for expenditure not authorized in the budget, other than in cases of emergency, is set at not more than \$2000.00 in any one fiscal year.

- b. A person may not spend the strata corporation's money unless the person has been delegated the power to do so under sub-sections 32.b. and c. below.
- c. Notwithstanding sub-sections a. and b. above, a strata council member may spend the corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Delegation of Council's Powers and Duties

- 32.
 - a. Subject to sub-sections b. and c. below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the council, and may, at any time, revoke the delegation.
 - b. The strata council may delegate its spending powers or duties, but only by a resolution that:
 - (1) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates the general authority to make expenditures in accordance with sub-section c.
 - c. A delegation of a general authority to make expenditures must:
 - (1) set a maximum amount that may be spent; and
 - (2) indicate the purpose for which, or the conditions under which, money may be spent.
- 33. The strata council may not delegate its powers to determine, based on the facts of each particular case:
 - a. whether a person has contravened a bylaw, rule or regulation; or
 - b. whether a person should be fined, and, if so, the amount of the fine.
- 34. The strata council may employ, for and on behalf of the strata corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the strata corporation.

Limitations on Liability of a Council Member

- 35.
 - a. A strata 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 strata council.
 - b. Sub-section 35.a. above does not affect a strata council member's liability, as an owner, for any judgment against the strata corporation.
 - c. All acts done in good faith by the strata council are, notwithstanding that it was afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

Responsibilities

36.
 - a. An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules and regulations as may be promulgated from time to time in accordance with sub-section 13.a. above.
 - b. An infraction or violation of these bylaws or any rules or regulations duly established by the corporation on the part of an owner, his employees; agents; tenants or visitors may be corrected, remedied or cured as set out in paragraphs 37 to 41 below.

Fines

37. The strata council can fine an owner, tenant or occupant a maximum of:
 - a. \$50.00 (fifty) for each contravention of a rule or regulation
 - b. \$200.00 (two hundred) for each contravention of a bylaw; and
 - c. \$500.00 (five hundred) for each contravention of a rental bylaw.
38. If an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, a fine can be imposed every seven days so long as the contravention continues.

Penalties for Late Payment

39.
 - a. If an owner is late in paying his or her strata fees, 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 that the payment was due and continuing until the last day of the month in which it is paid.
 - b. Each owner and tenant is responsible for paying, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay money so owing within fifteen days after such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further fifteen days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

Payment of Fines and Penalties

40. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation either to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established by the strata corporation pursuant to the Act or these

bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, 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 of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against separate component.

Discretion Granted to Council

41.
 - a. The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation, and shall in every case inform, in writing, the owner, tenant or occupant concerned of the breach of a bylaw, rule or regulation and of the liability of a fine should the act or omission which caused the breach continue.
 - b. If, after a reasonable time for compliance, the owner, tenant or occupant concerned is still in contravention or breach of a bylaw, rule or regulation the strata council shall in writing, inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine. However, the strata council has sole discretion to take into account the circumstances of each case, and may impose any amount below the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

Calling of Meetings

42.
 - a. Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
 - b. General meetings other than annual general meetings shall be termed special general meetings.
 - c. The strata council may, whenever it considers proper and shall on requisition in writing by owners or mortgagees holding at least 25% of the strata corporation's votes, within twenty one days of the requisition; convene a special general meeting, stating the reason(s) for the meeting and limiting business to the items specified in the agenda.
 - d. Notice of a general meeting shall be dispatched to all owners, tenants and first mortgages who have notified their interests to the strata corporation twenty days before the date on which the meeting is due to take place. The notice is to give the date, place, and hour of that meeting and detailing the business that is to be conducted, including all the resolutions that it is intended to lay before the meeting.
 - e. Accidental omission to give notice to an owner, tenant or first mortgagee or failure to receive a notice duly dispatched to an owner, tenant or first mortgagee shall not invalidate the proceedings of the meeting.

Procedures

43.
 - a. At each annual general meeting all business, other than the election of council members and the approval of the budget for the coming year, shall be deemed to be 'special' and shall require approval by way of special resolution and a 'three-quarter' vote as defined by the Act.
 - b. At a special general meeting, all resolutions will be 'special'.

- c. Business shall not be transacted at a general meeting unless a quorum is present at the time the meeting is called to order.
- d. One third of all persons being entitled to vote being present in person or as represented by proxy shall constitute a quorum.
- e. If, within one half hour of the time appointed for a general meeting to begin, a quorum is not present, the meeting shall stand adjourned. A date, time and place for the meeting to reconvene must be promulgated to all owners within one week from the date on which the meeting was adjourned.
- f. If, when the meeting is reconvened, a quorum is not present within one half hour of the time appointed for the meeting, those persons who are entitled to vote who are present either in person or as represented by proxy shall be deemed to constitute a quorum.

Person to Preside at Meetings

- 44.
 - a. The president of the strata council must preside over annual and special general meetings.
 - b. If the president of the strata council is unwilling or unable to act, the vice president of the strata council must preside over the meeting.
 - c. If neither the president nor the vice president of the strata council presides over the meeting, a president must be elected by the eligible voters present in person or as represented by proxy from among those persons entitled to vote who are present at the meeting.

Voting

- 45.
 - a. At an annual or special general meeting, voting cards shall be issued to eligible voters or their proxies.
 - b. 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.
 - c. If a precise count is requested, the president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.
 - d. The outcome of each vote, including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
 - e. If there is a tie vote at a general meeting, the president; or, if the president is unwilling or unable to vote; the vice president may break the tie by casting a second, deciding, vote.
 - f. An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
 - g. When owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote.
 - h. A person who is a trustee is entitled to exercise the vote for a strata lot: the person beneficially interested may not vote.
 - i. A strata lot held in joint ownership is entitled to a single vote only.
 - j. In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared invalid.

- k. Notwithstanding anything in this paragraph above, an election of council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.

Proxies

- 46.
- a. The instrument appointing a proxy shall be drawn up in the format required by the Act, and to be considered valid must be signed by the owner or by his or her attorney.
 - b. The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.
 - c. The proxy form may be held by any person nominated by the owner.
 - d. Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the Act may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

Participation by Other than Eligible Voters

- 47.
- a. Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the Act, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the strata corporation.
 - b. Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the president.
 - c. Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

Order of Business

48. The order of business at annual and special general meetings shall be as follows:
- a. certify proxies and corporate representation and issue voting cards;
 - b. determine that there is a quorum;
 - c. elect a person to preside over the meeting, if necessary;
 - d. present to the meeting proof of notice of meeting or of waiver of notice;
 - e. approve the agenda;
 - f. approve the minutes from the last annual or special general meeting;
 - g. deal with unfinished business;
 - h. receive reports of strata council activities and decisions since the previous annual general meeting, including reports from the committees, if the meeting is an annual general meeting;
 - i. ratify any new rules or regulations made by the strata corporation under the provisions of the act;

- j. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- k. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- l. deal with new business, including any matters about which notice has been given under section 45 of the Act;
- m. elect new members of the strata council, if the meeting is an annual general meeting;
- n. terminate the meeting.

Prohibitions

- 49.
 - a. If a special resolution is passed by persons holding less than 50% of the votes of the strata corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding 25% of the strata corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.
 - b. If at any meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

Notice

- 50.
 - a. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be considered to be well and sufficiently given if:
 - (1) it is mailed to the owner at the address of his or her strata lot; or
 - (2) it is mailed to the address designated by the owner in accordance with sub-section 5.a. above;
 - (3) it is left with the owner or some other adult person at his or her strata lot.
 - b. A notice given by post shall be deemed to have been delivered forty-eight hours after it has been posted.
 - c. An owner may, at any time in writing, advise the strata corporation of a change of address to which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the purpose of giving of notice.

COMMON EXPENSES

- 51.
 - a. Common expenses shall be allocated to all strata lots, and shall be borne by all owners in proportion to the Unit Entitlement of their respective strata lots.
 - b. When parts of the common property have been designated as limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been so designated shall be borne by the owner(s) of the strata lot(s) entitled to use the limited common property in proportion to the Unit Entitlement of the strata lot(s).

- c. At each annual general meeting, the strata corporation shall prepare a budget for the following twelve-month period and, after the adoption of this budget, all owners shall pay a monthly assessment in advance calculated to meet the budgeted expenditure in accordance with sub-sections 51.a. and b. above.

INSURANCE

52. a. The strata corporation shall at all times maintain insurance on the common property in accordance with section 149 of the Act.
- b. The strata corporation may, at the discretion of the strata council, obtain and maintain in force Director's Liability Insurance for members of the strata council indemnifying the said members of the strata council against any claim of damages arising as a result of any act taken by the strata council or any member thereof in honesty and good faith in accordance with sub-section 35.a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual budget.
- c. An owner, tenant or occupant must carry his or her own insurance sufficient to cover all household effects and personal property as well as any and all improvements made to the interior of a strata lot, which will not be covered by the policy held under sub-section 52.a. above.
- d. An owner shall pay the deductible on the strata corporation's insurance policy whenever a claim is made upon that insurance policy by the owner of a strata lot. However, the strata council may, at their sole discretion, after consideration of the facts and circumstances of each claim, waive the requirement to pay the deductible, and in such cases the insurance deductible shall be paid by the strata corporation.
- e. The strata corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the strata corporation together with the receipts for the payment of the last premium.
- f. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

VOLUNTARY DISPUTE RESOLUTION

53. a. A dispute among owners, tenants, occupants, the strata council or any combination of them, may be referred to a dispute resolution committee by a party to the dispute, if;
- (1) all parties to the dispute consent; and
- (2) the dispute involves the Act, the Regulation or the bylaws or rules and regulations.

- b. A dispute resolution committee shall consist of either:
- (1) one owner of a strata lot nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties; or
 - (2) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- c. The object of the dispute resolution committee is to help the disputing parties to reach a voluntary agreement by making dispassionate and unbiased recommendations to each party concerned.

GENERAL RESTRICTIONS

Buildings

Use of Strata Lots

54. An owner, tenant or occupant shall not:
- a. use his or her strata lot for any purpose which may be injurious to the reputation of the strata corporation;
 - b. undertake or do anything in any strata lot, on the common property or limited common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;
 - c. breach any relevant rule, ordinance, bylaw or regulation of any municipal, provincial or federal regulatory agency with respect to safety;
 - d. overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the strata corporation's fire insurance policy
 - e. conduct any business activity of any kind from any strata lot, the common property or limited common property, other than that which can be conducted primarily over telephone or cable lines;
 - f. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or the common property or limited common property or do anything which would interfere unreasonably with any other owner, tenant or occupant;
 - g. use any musical instrument, amplifier, TV set, sound reproduction equipment or any other device within or about any strata lot, the common property or limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant: and in any case, particular care is to be taken to reduce noise levels to an absolute minimum between the hours of 11.00 p.m. and 7.00 a.m.
 - h. give any keys, combination or other means of access to the common property other than to an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Windows

55. An owner, tenant or occupant shall not:

- a. hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
- b. cover any window with aluminum foil, paper, plastic or other similar items except for:
 - (1) solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable; and
 - (2) the decorative fans professionally made for semi-circular windows

Balconies, Patios and Courtyards

56. An owner, tenant or occupant shall not:
- a. keep or store on his or her balcony, patio or courtyard material of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony structure;
 - b. hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - c. feed pigeons, gulls or other birds, humming bird feeders being excepted; rabbits, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
 - d. sub-section 56.c. above shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - e. paint any exterior doors or balcony or patio walls and railings any colour not approved by the strata council;
 - f. make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved by the strata council;
 - g. erect or install patio enclosures of any kind;
 - h. install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

Signs and Aerials

57. An owner, tenant or occupant shall not:
- a. erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
 - b. erect or install anywhere on the common property or limited common property any satellite dish aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
 - c. erect any sign, advertisement or notice on any strata lot, the common property or limited common property, except for those permitted under 'open house' below.

Garages and Cars

58. An owner, tenant or occupant shall not:
- keep his or her garage door open except for the purpose of entering or exiting by his or her motor vehicle(s). However, in conditions of excessive heat, ventilation of the garage space may be obtained by raising the garage door not more than two feet.
 - cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.
 - carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency;
59. An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

Garbage and Refuse

60. An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or strata lot in the enclosure provided by the strata corporation for this purpose, where such structures exist, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property plan at his or her own expense.
61. An owner, tenant or occupant shall not:
- accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to it become untidy or a hazard to health;
 - make use of the storm drains to dispose of oil, paint, pesticides or any other hazardous substance.

Floor Coverings

62. An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
63. An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Parking

64. a. Owners, tenants or occupants and visitors shall park their cars and/or motor-cycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or

occupants this space is the garage. Notwithstanding the prohibition in this section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).

- b. No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, motorhome, commercial vehicle, boat or trailer.
- c. Notwithstanding the prohibitions in sub-section 64.b. above, an owner, tenant or occupant may park a recreational vehicle, motorhome or trailer on the common property for the purposes of loading and unloading, provided always that:
 - (1) the vehicle or trailer concerned does not impede access to any other strata lot; and
 - (2) the vehicle or trailer does not remain parked for a period longer than twenty-four hours.
- d. Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.
- e. No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than thirty days in any twelve-month period without the prior approval of the strata council given in writing.
- f. Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that:
 - (1) not more than one vehicle per strata lot is parked in this manner; and
 - (2) access to neighbouring strata lots is not impeded.
- g. There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
 - (1) one which is not licensed; or
 - (2) one that is not presently roadworthy; or
 - (3) one that is, in the opinion of the strata council, unsightly.

Garden Planting and Maintenance

65. a. Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
- (1) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (2) those areas between garages, by mutual consent between the two neighbours concerned
 - (3) a three-foot strip outside the patio railings

- (4) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- b. In the case of sub-section 65.1.(4) above, an owner, tenant or occupant of a strata lot which does not have an enclosed courtyard shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- c. Plantings by individual owners, tenants or occupants on the areas detailed in sub-section 65.a. above, shall be limited to the following:
 - (1) flowering plants or evergreen shrubs
 - (2) annuals and perennials
- d. Vegetables shall not be planted on the common property.
- e. The maximum height of any planting shall be:
 - (1) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (2) the height of either the lower balcony or patio railings on the northern faces of the buildings
- f.
 - (1) the owner, tenant or occupant who plants in accordance with sub-sections 65.1., b. or c. above, and subsequent occupiers of the building, will be fully responsible for the care and maintenance of these plantings, including weeding, pruning, trimming and watering
 - (2) If these areas are not properly maintained and if, as a result, a complain is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be tidied up; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- g. Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
 - (1) plant any tree or shrub which may grow to such a height as would impeded the view of the water from another strata lot;
 - (2) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s) or permit any such tree or shrub to allow or facilitate access to any roofs, walls or eaves.
- h. In the event of a written complaint from an owner or an employee of the strata corporation who believes that an owner, tenant or occupant is in contravention of sub-section 65.g. above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.

- i. If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- j. Save as permitted under sub-section 65.f. above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- k. Upon written request, the strata council may order a tree or shrub to be topped or felled if:
 - (1) such action is necessary for reasons of safety, or
 - (2) such tree or shrub is:
 - (a) obstructing the water view from the 'Venetian' style window on the upper floor; and
 - (b) lies within an arc of 50°, measured from the centerline of that window.
- l. In both cases listed in sub-section 65.k. above, the strata council will require an 'on site' inspection before deciding what action to take.
- m. the strata council can not guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

Barbequing

66.
 - a. There shall be no barbequing anywhere on the common property or any limited common property without the approval of the strata council.
 - b. A barbeque, hibachi or other like cooking device shall not be used on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane or electricity and such propane or electrically powered barbeques, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time.
 - c. Propane gas tanks or containers are not to be stored in garages or any other internal area.
 - d. Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
 - e. If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, such owner, tenant or occupant will become liable to a fine as is provided for in these bylaws.

Open House

67. In the event that an owner or his or her agent wishes to hold an 'open house', the following shall apply:
 - a. there shall be no 'For Sale' signs posted other than that which may be placed on the signboard at the main entrance to Port Royale. This sign is to be of the size, shape and style approved by the strata council;

- b. an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot;
- c. an owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

Waterbeds

- 68.
 - a. Waterbeds must be of quality construction, and owners of waterbeds will be held responsible for any damage arising to common property or another strata lot as a result of either spillage or leakage from the waterbed or the overstraining of any structure.
 - b. Owners, tenants or occupants installing a waterbed shall carry the appropriate waterbed insurance coverage and shall, on request, provide a copy of such an insurance policy to the strata council or to the management company employed by the strata corporation.

Christmas Lights

- 69.
 - a. Christmas lights, lighted ornaments or other Christmas decorations may be hung or positioned at any time on or after the 1st of December of each year, and must be removed or taken down on or by the 15th of January of the following year.
 - b. All Christmas lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
 - c. No Christmas lights, lighted ornaments or other Christmas decorations are to be placed on any part of the roof of any building, nor on any part of the common property, with the exception of those parts of the common property being maintained by owners and tenants under the provision of Bylaw 65.a.

RESIDENCY

- 70. No owner, tenant or occupant of a strata lot shall permit any person under the age of nineteen years to ordinarily reside in such strata lot, provided that:
 - a. this restriction shall not prevent a person under the age of nineteen years from residing in a strata lot on a periodic basis, provided that such a period or combination of periods is not longer than sixty days in any calendar year; and
 - b. this bylaw is not applicable to those strata lots that are rented in accordance with the provision of the *Residential Tenancy Act*.
- 71. In no case shall a one-bedroom strata lot be occupied by more than two persons; nor a two-bedroom lot be occupied by more than three persons; nor a three-bedroom or more strata lot be occupied by more than four persons. Nevertheless, the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship or need.

71A. Absence from Strata Lot

An owner or tenant who plans to be away and leave the strata lot vacant for a period of 7 days or longer shall:

- a. advise the property management company of the planned absence and confirm the identity of any emergency keyholder(s) and provide their emergency contact information, if available; and
- b. turn off the main water shut off for the strata lot prior to going away.
- c. Notwithstanding Section 71A(b), in the event the extended absence is between May 1 and September 30 and there is an exterior watering system that prevents the water from being shut off during the extended absence, the owner must:
 - (i) arrange for the strata lot to be inspected no less frequently than every 4 days, and
 - (ii) inform the property management company of the identity of the person(s) that will be inspecting the unit, together with his or her contact information.

RENTAL RESTRICTIONS

Number of Rental Units

72. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions, as laid out below.
73. At any given time up to four strata lots may be leased for terms of not less than one year.

Procedures

74. Before Renting

- a. Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing. Upon receipt of any application, the strata council shall advise the applicant whether any rental vacancies are available.
- b. In approving any rental, the strata council shall consider all applications and shall act in what members consider to be the best interests of the strata corporation as a whole.
- c. The strata council reserves the right to advise all owners of any application in order that other owners may also apply if they so desire.
- d. No owner shall be entitled to priority based on having received permission to rent or lease in the past or on the basis of the date or time of application.
- e. Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.
- f. Any owner living outside the local dialing area wishing to rent or lease his or her strata lot must utilize the services of a professional property management company approved by the strata council.

75. **After Entering into a Rental Agreement**

- a. The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the strata corporation, and will deliver to the management company employed by the strata corporation a properly executed Form 'K' prior to the tenant taking up residence in the strata corporation.
- b. The owner shall also ensure that the tenant is aware that in no case may he or she sublet or otherwise assign his or her tenancy; and is to ensure that the rental agreement contains a clause to this effect.
- c. The owner shall advise the management company employed by the strata corporation of;
 - (1) the name of the tenant
 - (2) the address and telephone number where the owner may be contacted during his or her absence.
- d. An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

Exceptions

76. Notwithstanding Paragraph 72 above, where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
77. These bylaws do not apply to prevent the rental of a strata lot to a member of the "family" of the owner, meaning:
 - a. the spouse of an owner
 - b. a parent or child of the owner; or
 - c. a parent or child of the spouse of the owner.

Legal Provisions

78. a. For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
 - (1) any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as in herein contained; and
 - (2) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease.

- b. The strata corporation hereby nominates the strata council as its Attorney of Fact for the purpose of giving notice to any tenant occupying any strata lot who is in contravention of these bylaws.
- c. The strata corporation is entitled to impose a fine of up to \$500.00 (five hundred dollars) as detailed by paragraph 37 above, for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every seven days.
- d. The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

Furnished Rentals

- 79.
 - a. Nothing in these bylaws shall restrict an individual owner from leasing or renting his or her strata lot for the purpose of a bona fide vacation or a sabbatical, once each calendar year for a period not in excess of six months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation or sabbatical.
 - b. Any owner renting or otherwise allowing occupancy of his or her strata lot fully furnished for a period of more than thirty days shall provide the management company employed by the strata corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

LEGAL ACTION

- 80.
 - a. The strata corporation may recover from an owner, tenant or occupant by an action for debt in a court of competent jurisdiction money, which the strata corporation is required to expend as a result of an act or omission by such owner, tenant or occupant or his or her employees, agents or visitors.
 - b. The strata council may apply for an injunction or a declaratory order to prevent continued breaches of these bylaws and the costs of so doing, including solicitors costs on a solicitor own client basis, shall be the responsibility of the owner contravening these bylaws or of the owner of the strata lot where the contravention took place.
 - c. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, the money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owners family.

CORPORATE COMMON SEAL

81. The strata corporation shall have a Common Seal, which shall not be used except by the authority of the strata council previously given; and in the presence of the strata council, or at the least two members of it, who shall sign every instrument to which the Common Seal is affixed.

TERMS AND DEFINITIONS

82. The following terms and definitions shall be held to apply throughout these bylaws, wherever they appear:
- a. **The Act.**
The words 'the Act' shall be taken as referring to the Strata Property Act of the Province of British Columbia brought into effect on the First day of July, Anno Domini 2000.
 - b. **Majority Vote.**
An ordinary resolution shall be passed by a 'majority vote', which shall mean 50% plus one vote of the votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - c. **Three-quarter Vote.**
A special resolution must be passed by a 'three-quarter vote', which shall mean 75% of the effective votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - d. **Notice.**
The word 'notice' shall be taken as including any notice, request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot.

SEVERABILITY

83. For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

BINDING EFFECT

84. For the purpose of implementation of the bylaws, it is acknowledged and agreed by all owners that the bylaws contained within this document constitute a contract **inter se** between the owners, and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered to such parties.

- Ordered By: Ron Neal of RE/MAX Alliance on Feb 20, 2019
 Uploaded: Dec 12, 2014 Verified: Dec 12, 2014

Deduct LTSA Fees? Yes

LTO Document Reference:

Supplied
Ordered

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1723 (Port Royale Estates) 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 October 23, 2014.

Resolution:

BE IT RESOLVED that the Owners of Strata Plan VIS1723, by $\frac{3}{4}$ vote, hereby add Section 2(h) to the bylaws, as follows, "An owner shall...(h) provide the strata corporation with current emergency contact information and the names and addresses of any holders of keys to the owner(s) strata lot that may facilitate access to the owner(s) strata lot in an emergency. Furthermore, owners shall undertake to advise the strata corporation as soon as possible regarding any changes to such information."

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



Signature of Council Member



Signature of Second Council Member

Date: Dec 4 2014

THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES
SCHEDULE OF BYLAWS

Port Royale
Revised October 23, 2014

SCHEDULE OF BYLAWS

INTRODUCTION

The purpose of this document is threefold: in the first place it is designed to protect owners' rights by balancing the rights of the individual with the rights of the community, so that all may lead an undisturbed life together.

In the second place, it is designed to protect the rights of the strata corporation, which is responsible for the maintenance of everything within the perimeter fence (and, indeed, the fence itself) and requires the co-operation of all residents to assist it in this task.

In the third place, it is designed to ensure that the administration of Port Royale is carried out efficiently, economically and fairly for the benefit of all.

The bylaws are therefore the blueprint for a 'design for living', and although they curtail certain activities and actions, they are intended for the common good and bear evenly on all. They must therefore be observed by all.

On buying into the strata corporation all owners have signed a contract to this effect, so it behooves them to ensure that they are familiar with the contents of this document and that they and their tenants are prepared to abide by its provisions.

The Port Royale Estates

Brentwood Bay.

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SCHEDULE OF BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

1. An owner must:
 - a. pay strata fees on or before the first day of the month to which the strata fees relate; and
 - b. pay all rates, taxes, charges and assessments that may be payable in respect of his or her strata lot.

Repair and Maintenance of Property by Owner

2. An owner shall:
 - a. repair and maintain his or her strata lot and areas allocated to his or her exclusive use, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws, and keep them in a state of good repair; reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - b. when made necessary by accident or neglect, replace doors (including garage doors), skylights and windows so as to match the standard, quality and design of those presently existing;
 - c. repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot, and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water pipes or drains;
 - d. bear the sole responsibility in any case where the owner does not repair or report, in accordance with sub-section c. above, and damage is caused as a result. In this event, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such monies on a solicitor own client basis;
 - e. promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot;
 - f. maintain the surface membrane of the balcony, replacing this when necessary under the direction of the strata council and using the materials and standards that may be set by the strata council from time to time;
 - g. repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - h. provide the strata corporation with current emergency contact information and the names and addresses of any holders of keys to the owner(s) strata lot that may facilitate access to the owner(s) strata lot in an emergency. Furthermore, owners shall undertake to advise the strata corporation as soon as possible regarding any changes to such information.

Use of Property

3. a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that;
- (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
 - (4) is illegal; or
 - (5) 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.
- b. In respect of sub-section a.(5) above, owners, tenants or occupants may make reasonable use of the garage space for storage or the accommodation of a workbench or freezer chest, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.
- c. An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the strata corporation must repair and maintain under these bylaws, or insure under section 149 of the Act.

Pets

4. a. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (1) one small dog, having a ground to shoulder height not greater than 14 inches or 35 centimeters, and a weight of not more than 20 pounds or 9 kilograms, or one cat;
 - (2) up to two caged birds, but excluding pigeons;
 - (3) a reasonable number of fish, always provided that the weight of the aquarium does not place an undue strain upon any structure.
- b. An owner, tenant or occupant possessing a pet animal or bird shall inform the management company employed by the strata corporation of the particulars of their pet (s).
- c. An owner, tenant, occupant or visitor must ensure that his or her pets are leashed or otherwise secured when on common property.
- d. An owner, tenant, occupant or visitor shall be responsible for removing his or her pet's excrement from any strata lot or from the common property.
- e. No owner, tenant or occupant shall permit his or her pet to interfere with any other pet, person or object, or permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
- f. If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance; the strata council shall deliver written notice to the owner, tenant or occupant concerned requiring that he or she remove the aforesaid pet within fifteen days. Should

such owner, tenant or occupant fail to remove the pet in question permanently from the strata corporation, including the individual's own strata lot, then the strata council may:

- (1) levy a fine for contravention of this bylaw; or
 - (2) take legal action to require the removal of the pet in question.
- g. Any costs, including all legal costs on a solicitor own client basis, resulting from action taken under sub-section 4.f. above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- h. The strata council may from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

Informing the Strata Corporation

5. a. Within two weeks of becoming an owner, an owner must inform the management company employed by the strata corporation of his or her name, strata lot number, telephone number and mailing address outside the strata plan, should this apply.
- b. An owner must notify the management company employed by the strata corporation promptly of any changes of ownership, or of any mortgage or other dealing which affects the title of his or her strata lot.
- c. On request by the strata council, a tenant must inform the management company employed by the strata corporation of his or her name and telephone number.

Obtaining Approval before Altering a Strata Lot

6. a. An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
- (1) the exterior of a building;
 - (2) the structure of a building;
 - (3) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (4) doors, windows or skylights on the exterior of a building;
 - (5) walls or railings or similar structures that enclose a deck, balcony, patio or courtyard;
 - (6) common property located within the boundaries of a strata lot;
 - (7) those parts of a strata lot which the strata corporation must insure under section 149 of the Act.
- b. The strata council must not unreasonably withhold its approval under sub-section 6.a. above, but it may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

- c. In addition to the guarantee required by sub-section 6.b. above, the strata council may also require the owner, at his or her expense, to obtain a professional evaluation of the impact of the proposed changes on the structural integrity of the adjoining strata lots, and where such an evaluation reveals any risk to such lots the strata council shall act in the interest of the common good by taking whatever action is necessary to prevent such alteration from taking place.
- d. Any costs, including all legal costs on a solicitor own client basis, resulting from such action as is required under sub-section 6.c. above shall be the sole responsibility of the strata lot owner concerned.

Obtaining Approval before Altering Common Property

- 7.
 - a. An owner must obtain the written approval of the strata council before making any alteration to the common property or any limited common property.
 - b. The strata council may not unreasonably withhold its approval under sub-section 7.a. above, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expense relating to the alteration.
 - c. Should the nature of the request so warrant, the strata council may take additional action as is specified in sub-sections 6.c. and 6.d. above.

Permit Entry to a Strata Lot

- 8.
 - a. An owner, tenant or occupant or visitor must allow a person authorized by the strata council to enter his or her strata lot:
 - (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (2) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property or any other portions of the strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or to insure under section 149 of the Act; and
 - (3) at a reasonable time, on 48 hour's written notice, for the purpose of ensuring that bylaws are being observed.
 - b. The notice referred to in sub-sections 8.a.(2) and (3) above, must include the date and approximate time of entry, and the purpose for which entry is required.
 - c. An owner, tenant or occupant should ensure that he or she deposits a key to his or her strata lot with a neighbour or friend in the event that emergency access is required to the strata lot in the absence of such owner, tenants or occupant. In addition, an owner, tenant or occupant should inform, in writing, the management company employed by the corporation of the location of this key.
 - d. Should an emergency occur, and no key be readily available, the strata council or its authorized agent(s) will enter the strata lot using force if this is so required. In this event, the repair of any damage necessarily incurred will be at the expense of the owner, tenant or occupant concerned.

POWERS AND DUTIES OF THE STRATA CORPORATION

Repair and Maintenance of Property by the Strata Corporation

9. The strata corporation must repair and maintain all of the following:
- a. the common assets of the corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain is limited to:
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and
 - (2) the following; no matter how often the repair and maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
 - (d) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
 - (e) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards.
 - d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:
 - (1) the structure of a building;
 - (2) the exterior of a building;
 - (3) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
 - (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards
 - (5) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
 - (6) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.
10. For the purposes of these bylaws, the following definitions are established:
- a. a deck is an exterior level covering a room or other interior space;

- b. a balcony is an exterior level on the upper floor (s) which does not cover an interior space;
- c. a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
- d. a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

Financial

11. The strata corporation shall:

- a. collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
- b. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

12. The strata corporation may:

- a. invest, as it may determine, in separate accounts, monies for administrative purposes and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the Act, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
- b. subject to the provisions of the Act, determine the levy for the contingency reserve fund, until the reserve reaches an amount, which the strata corporation deems to be sufficient to meet planned and foreseen expenditure. Thereafter, further amounts of replacement funds may be raised from time to time over such a period of time as the strata corporation considers fit;
- c. borrow money required by it in the performance of its duties or the exercise of its powers;
- d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- e. purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;
- f. impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the Act.

Use of Property

13. The strata corporation may:

- a. by majority vote, make rules and regulations that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the strata corporation;
- b. make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;

- c. by special resolution, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
- d. by special resolution, grant an owner the right to the exclusive use and enjoyment of common property, or special privileges thereon. Such a grant to be terminable upon reasonable notice, unless the strata corporation, by unanimous resolution, otherwise resolves.

14. The strata corporation shall:

- a. control and administer the common property and other assets of the strata corporation for the benefit of all owners;
- b. maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
- c. do all things necessary for the enforcement of the bylaws and any rules and regulations made for the common good by the strata corporation under sub-section 13.a. above.

POWERS AND DUTIES OF THE STRATA COUNCIL

General

- 15. The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the strata corporation.

Council Size

- 16. The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

Council Composition

- 17.
 - a. The strata council shall be elected by and from the owners and such tenants as are so qualified under the provisions of the Act.
 - a. In addition, and as provided for by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a qualified tenant may be a member of the strata council provided that such person is;
 - (1) a spouse (including a common-law spouse) of an owner; or
 - (2) a professional advisor of an owner.
 - b. Where a strata lot is owned by more than one person, only one joint owner shall be a member of the strata council at any one time.

Council Members' Terms

- 18.
 - a. The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.

- b. A person whose term of office has expired is not eligible for re-election for a period of one calendar year; unless no other candidate comes forward at the annual general meeting.

Removing a Council Member

19. a. The strata corporation may, by a majority vote passed at an annual or special general meeting, remove one or more strata council members.
- b. After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the said council member for the remainder of his or her term.
- c. No person shall stand for the strata council or continue to be a member of the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the provisions of the Act.

Replacing a Council Member

20. a. If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
- b. A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.
- c. the strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
- d. In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 25% of the votes of the strata corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, Regulation and the bylaws respecting the calling and holding of general meetings.

Officers

21. a. At the first meeting of the strata council held after each annual general meeting, the strata council must elect from among its members a president; a vice president; a secretary and a treasurer.
- b. A person may hold more than one office at a time, other than the offices of president and vice president.
- c. The vice president has the powers and duties of the president:
- (1) while the president is absent or unwilling to act; or
 - (2) for the remainder of the president's term, if the president ceases to hold office.
- d. If an officer other than the president is unable or unwilling 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 his or her term.

- e. In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.

Calling a Council Meeting

- 22.
 - a. Any council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason(s) for calling the meeting. This notice does not have to be in writing.
 - b. A strata council meeting may be held on less than one week's notice if:
 - (1) all strata council members consent in advance of the meeting; or
 - (2) the meeting is required to deal with an emergency situation, and all strata council members either:
 - (a) consent in advance of the meeting; or
 - (b) are unavailable to provide consent after reasonable attempts have been made to contact them.
 - c. The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

Quorum of Council

- 23.
 - a. A quorum of the strata council is three, if the council consists of five or six members, and four, if the council consists of seven members.
 - b. Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

Voting at Council Meetings

- 24.
 - a. At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
 - b. If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding, vote.
 - c. The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.

Meeting by Electronic Means

- 25.
 - a. At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
 - b. If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.

Attendance at Council Meetings

26. a. Any owner may attend council meetings, as an observer, up to the limit of space available.
- b. Despite sub-section a. above, no observers may attend those portions of strata council meetings that deal with any of the following:
- (1) bylaw contravention hearings under section 135 of the Act;
 - (2) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (3) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
- c. To allow owners to address the strata council on matters which do not require a formal hearing, as in paragraph 27 below, the strata council may, from time to time, hold open sessions during which owners concerns may be given, subject to the restrictions below:
- (1) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
 - (2) each speaker will be limited to a maximum of ten minutes speaking time;
 - (3) at least one week's notice of matters to be raised must be given to the secretary of the strata council;
 - (4) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;
 - (5) attendees must be prepared to vacate the room where the strata council meeting is being held, if requested to do so under the provisions of sub-section b. above;
 - (6) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.
- d. The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.

Requisition of a Council Hearing

27. a. An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.
- b. If a hearing is requested under sub-section a. above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
- c. If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

Council to inform Owners of Minutes

28. The strata council must inform owners of the results of all strata council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Responsibilities of Council

29. The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
- a. a copy of the Strata Property Act and Regulation;
 - b. a copy of changes to the bylaws, and any rules or regulations presently in force;
 - c. a copy of special and unanimous resolutions;
 - d. a copy of all the legal agreements to which the strata corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - e. a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers and e-mail addresses if applicable;
 - f. a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the strata corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
 - g. a copy of the annual budget for each year; and
 - h. a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.
30. In addition, the strata council shall:
- a. record minutes of its proceedings;
 - b. record or cause to be recorded minutes of annual and special general meetings;
 - c. maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
 - d. prepare or cause to be prepared proper accounts relating to all the financial transactions of the strata corporation during the fiscal year for distribution to all owners at the annual general meeting;
 - e. on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

Spending Restrictions

31. a. In accordance with the provisions of the Act, the monetary limitation upon the strata council for expenditure not authorized in the budget, other than in cases of emergency, is set at not more than \$2000.00 in any one fiscal year.
- b. A person may not spend the strata corporation's money unless the person has been delegated the power to do so under sub-sections 32.b. and c. below.
- c. Notwithstanding sub-sections a. and b. above, a strata council member may spend the corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Delegation of Council's Powers and Duties

32. a. Subject to sub-sections b. and c. below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the council, and may, at any time, revoke the delegation.
- b. The strata council may delegate its spending powers or duties, but only by a resolution that:
- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates the general authority to make expenditures in accordance with sub-section c.
- c. A delegation of a general authority to make expenditures must:
- (1) set a maximum amount that may be spent; and
 - (2) indicate the purpose for which, or the conditions under which, money may be spent.
33. The strata council may not delegate its powers to determine, based on the facts of each particular case:
- a. whether a person has contravened a bylaw, rule or regulation; or
 - b. whether a person should be fined, and, if so, the amount of the fine.
34. The strata council may employ, for and on behalf of the strata corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the strata corporation.

Limitations on Liability of a Council Member

35. a. A strata 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 strata council.
- b. Sub-section 35.a. above does not affect a strata council member's liability, as an owner, for any judgment against the strata corporation.
- c. All acts done in good faith by the strata council are, notwithstanding that it was afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

Responsibilities

36.
 - a. An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules and regulations as may be promulgated from time to time in accordance with sub-section 13.a. above.
 - b. An infraction or violation of these bylaws or any rules or regulations duly established by the corporation on the part of an owner, his employees; agents; tenants or visitors may be corrected, remedied or cured as set out in paragraphs 37 to 41 below.

Fines

37. The strata council can fine an owner, tenant or occupant a maximum of:
 - a. \$50.00 (fifty) for each contravention of a rule or regulation
 - b. \$200.00 (two hundred) for each contravention of a bylaw; and
 - c. \$500.00 (five hundred) for each contravention of a rental bylaw.
38. If an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, a fine can be imposed every seven days so long as the contravention continues.

Penalties for Late Payment

39.
 - a. If an owner is late in paying his or her strata fees, 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 that the payment was due and continuing until the last day of the month in which it is paid.
 - b. Each owner and tenant is responsible for paying, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay money so owing within fifteen days after such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further fifteen days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

Payment of Fines and Penalties

40. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation either to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due

and payable on the first day of the month next following, 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 of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against separate component.

Discretion Granted to Council

41.
 - a. The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation, and shall in every case inform, in writing, the owner, tenant or occupant concerned of the breach of a bylaw, rule or regulation and of the liability of a fine should the act or omission which caused the breach continue.
 - b. If, after a reasonable time for compliance, the owner, tenant or occupant concerned is still in contravention or breach of a bylaw, rule or regulation the strata council shall in writing, inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine. However, the strata council has sole discretion to take into account the circumstances of each case, and may impose any amount below the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

Calling of Meetings

42.
 - a. Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
 - b. General meetings other than annual general meetings shall be termed special general meetings.
 - c. The strata council may, whenever it considers proper and shall on requisition in writing by owners or mortgagees holding at least 25% of the strata corporation's votes, within twenty one days of the requisition; convene a special general meeting, stating the reason(s) for the meeting and limiting business to the items specified in the agenda.
 - d. Notice of a general meeting shall be dispatched to all owners, tenants and first mortgages who have notified their interests to the strata corporation twenty days before the date on which the meeting is due to take place. The notice is to give the date, place, and hour of that meeting and detailing the business that is to be conducted, including all the resolutions that it is intended to lay before the meeting.
 - e. Accidental omission to give notice to an owner, tenant or first mortgagee or failure to receive a notice duly dispatched to an owner, tenant or first mortgagee shall not invalidate the proceedings of the meeting.

Procedures

43.
 - a. At each annual general meeting all business, other than the election of council members and the approval of the budget for the coming year, shall be deemed to be 'special' and shall require approval by way of special resolution and a 'three-quarter' vote as defined by the Act.
 - b. At a special general meeting, all resolutions will be 'special'.

- c. Business shall not be transacted at a general meeting unless a quorum is present at the time the meeting is called to order.
- d. One third of all persons being entitled to vote being present in person or as represented by proxy shall constitute a quorum.
- e. If, within one half hour of the time appointed for a general meeting to begin, a quorum is not present, the meeting shall stand adjourned. A date, time and place for the meeting to reconvene must be promulgated to all owners within one week from the date on which the meeting was adjourned.
- f. If, when the meeting is reconvened, a quorum is not present within one half hour of the time appointed for the meeting, those persons who are entitled to vote who are present either in person or as represented by proxy shall be deemed to constitute a quorum.

Person to Preside at Meetings

- 44.
 - a. The president of the strata council must preside over annual and special general meetings.
 - b. If the president of the strata council is unwilling or unable to act, the vice president of the strata council must preside over the meeting.
 - c. If neither the president nor the vice president of the strata council presides over the meeting, a president must be elected by the eligible voters present in person or as represented by proxy from among those persons entitled to vote who are present at the meeting.

Voting

- 45.
 - a. At an annual or special general meeting, voting cards shall be issued to eligible voters or their proxies.
 - b. 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.
 - c. If a precise count is requested, the president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.
 - d. The outcome of each vote, including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
 - e. If there is a tie vote at a general meeting, the president; or, if the president is unwilling or unable to vote; the vice president may break the tie by casting a second, deciding, vote.
 - f. An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
 - g. When owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote.
 - h. A person who is a trustee is entitled to exercise the vote for a strata lot: the person beneficially interested may not vote.
 - i. A strata lot held in joint ownership is entitled to a single vote only.
 - j. In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared invalid.

- k. Notwithstanding anything in this paragraph above, an election of council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.

Proxies

- 46.
- a. The instrument appointing a proxy shall be drawn up in the format required by the Act, and to be considered valid must be signed by the owner or by his or her attorney.
 - b. The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.
 - c. The proxy form may be held by any person nominated by the owner.
 - d. Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the Act may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

Participation by Other than Eligible Voters

- 47.
- a. Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the Act, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the strata corporation.
 - b. Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the president.
 - c. Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

Order of Business

48. The order of business at annual and special general meetings shall be as follows:
- a. certify proxies and corporate representation and issue voting cards;
 - b. determine that there is a quorum;
 - c. elect a person to preside over the meeting, if necessary;
 - d. present to the meeting proof of notice of meeting or of waiver of notice;
 - e. approve the agenda;
 - f. approve the minutes from the last annual or special general meeting;
 - g. deal with unfinished business;
 - h. receive reports of strata council activities and decisions since the previous annual general meeting, including reports from the committees, if the meeting is an annual general meeting;
 - i. ratify any new rules or regulations made by the strata corporation under the provisions of the act;

- j. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- k. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- l. deal with new business, including any matters about which notice has been given under section 45 of the Act;
- m. elect new members of the strata council, if the meeting is an annual general meeting;
- n. terminate the meeting.

Prohibitions

- 49.
 - a. If a special resolution is passed by persons holding less than 50% of the votes of the strata corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding 25% of the strata corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.
 - b. If at any meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

Notice

- 50.
 - a. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be considered to be well and sufficiently given if:
 - (1) it is mailed to the owner at the address of his or her strata lot; or
 - (2) it is mailed to the address designated by the owner in accordance with sub-section 5.a. above;
 - (3) it is left with the owner or some other adult person at his or her strata lot.
 - b. A notice given by post shall be deemed to have been delivered forty-eight hours after it has been posted.
 - c. An owner may, at any time in writing, advise the strata corporation of a change of address to which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the purpose of giving of notice.

COMMON EXPENSES

- 51.
 - a. Common expenses shall be allocated to all strata lots, and shall be borne by all owners in proportion to the Unit Entitlement of their respective strata lots.
 - b. When parts of the common property have been designated as limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been so designated shall be borne by the owner(s) of the strata lot(s) entitled to use the limited common property in proportion to the Unit Entitlement of the strata lot(s).

- c. At each annual general meeting, the strata corporation shall prepare a budget for the following twelve-month period and, after the adoption of this budget, all owners shall pay a monthly assessment in advance calculated to meet the budgeted expenditure in accordance with sub-sections 51.a. and b. above.

INSURANCE

52. a. The strata corporation shall at all times maintain insurance on the common property in accordance with section 149 of the Act.
- b. The strata corporation may, at the discretion of the strata council, obtain and maintain in force Director's Liability Insurance for members of the strata council indemnifying the said members of the strata council against any claim of damages arising as a result of any act taken by the strata council or any member thereof in honesty and good faith in accordance with sub-section 35.a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual budget.
- c. An owner, tenant or occupant must carry his or her own insurance sufficient to cover all household effects and personal property as well as any and all improvements made to the interior of a strata lot, which will not be covered by the policy held under sub-section 52.a. above.
- d. An owner shall pay the deductible on the strata corporation's insurance policy whenever a claim is made upon that insurance policy by the owner of a strata lot. However, the strata council may, at their sole discretion, after consideration of the facts and circumstances of each claim, waive the requirement to pay the deductible, and in such cases the insurance deductible shall be paid by the strata corporation.
- e. The strata corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the strata corporation together with the receipts for the payment of the last premium.
- f. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

VOLUNTARY DISPUTE RESOLUTION

53. a. A dispute among owners, tenants, occupants, the strata council or any combination of them, may be referred to a dispute resolution committee by a party to the dispute, if;
- (1) all parties to the dispute consent; and
- (2) the dispute involves the Act, the Regulation or the bylaws or rules and regulations.

- b. A dispute resolution committee shall consist of either:
- (1) one owner of a strata lot nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties; or
 - (2) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- c. The object of the dispute resolution committee is to help the disputing parties to reach a voluntary agreement by making dispassionate and unbiased recommendations to each party concerned.

GENERAL RESTRICTIONS

Buildings

Use of Strata Lots

54. An owner, tenant or occupant shall not:
- a. use his or her strata lot for any purpose which may be injurious to the reputation of the strata corporation;
 - b. undertake or do anything in any strata lot, on the common property or limited common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;
 - c. breach any relevant rule, ordinance, bylaw or regulation of any municipal, provincial or federal regulatory agency with respect to safety;
 - d. overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the strata corporation's fire insurance policy
 - e. conduct any business activity of any kind from any strata lot, the common property or limited common property, other than that which can be conducted primarily over telephone or cable lines;
 - f. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or the common property or limited common property or do anything which would interfere unreasonably with any other owner, tenant or occupant;
 - g. use any musical instrument, amplifier, TV set, sound reproduction equipment or any other device within or about any strata lot, the common property or limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant: and in any case, particular care is to be taken to reduce noise levels to an absolute minimum between the hours of 11.00 p.m. and 7.00 a.m.
 - h. give any keys, combination or other means of access to the common property other than to an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Windows

55. An owner, tenant or occupant shall not:

- a. hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
- b. cover any window with aluminum foil, paper, plastic or other similar items except for:
 - (1) solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable; and
 - (2) the decorative fans professionally made for semi-circular windows

Balconies, Patios and Courtyards

56. An owner, tenant or occupant shall not:
- a. keep or store on his or her balcony, patio or courtyard material of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony structure;
 - b. hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - c. feed pigeons, gulls or other birds, humming bird feeders being excepted; rabbits, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
 - d. sub-section 56.c. above shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - e. paint any exterior doors or balcony or patio walls and railings any colour not approved by the strata council;
 - f. make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved by the strata council;
 - g. erect or install patio enclosures of any kind;
 - h. install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

Signs and Aerials

57. An owner, tenant or occupant shall not:
- a. erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
 - b. erect or install anywhere on the common property or limited common property any satellite dish aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
 - c. erect any sign, advertisement or notice on any strata lot, the common property or limited common property, except for those permitted under 'open house' below.

Garages and Cars

58. An owner, tenant or occupant shall not:
- keep his or her garage door open except for the purpose of entering or exiting by his or her motor vehicle(s). However, in conditions of excessive heat, ventilation of the garage space may be obtained by raising the garage door not more than two feet.
 - cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.
 - carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency;
59. An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

Garbage and Refuse

60. An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or strata lot in the enclosure provided by the strata corporation for this purpose, where such structures exist, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property plan at his or her own expense.
61. An owner, tenant or occupant shall not:
- accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to it become untidy or a hazard to health;
 - make use of the storm drains to dispose of oil, paint, pesticides or any other hazardous substance.

Floor Coverings

62. An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
63. An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Parking

64. a. Owners, tenants or occupants and visitors shall park their cars and/or motor-cycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or

occupants this space is the garage. Notwithstanding the prohibition in this section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).

- b. No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, motorhome, commercial vehicle, boat or trailer.
- c. Notwithstanding the prohibitions in sub-section 64.b. above, an owner, tenant or occupant may park a recreational vehicle, motorhome or trailer on the common property for the purposes of loading and unloading, provided always that:
 - (1) the vehicle or trailer concerned does not impede access to any other strata lot; and
 - (2) the vehicle or trailer does not remain parked for a period longer than twenty-four hours.
- d. Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.
- e. No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than thirty days in any twelve-month period without the prior approval of the strata council given in writing.
- f. Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that:
 - (1) not more than one vehicle per strata lot is parked in this manner; and
 - (2) access to neighbouring strata lots is not impeded.
- g. There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
 - (1) one which is not licensed; or
 - (2) one that is not presently roadworthy; or
 - (3) one that is, in the opinion of the strata council, unsightly.

Garden Planting and Maintenance

- 65. a. Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
 - (1) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (2) those areas between garages, by mutual consent between the two neighbours concerned
 - (3) a three-foot strip outside the patio railings

- (4) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- b. In the case of sub-section 65.1.(4) above, an owner, tenant or occupant of a strata lot which does not have an enclosed courtyard shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- c. Plantings by individual owners, tenants or occupants on the areas detailed in sub-section 65.a. above, shall be limited to the following:
 - (1) flowering plants or evergreen shrubs
 - (2) annuals and perennials
- d. Vegetables shall not be planted on the common property.
- e. The maximum height of any planting shall be:
 - (1) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (2) the height of either the lower balcony or patio railings on the northern faces of the buildings
- f.
 - (1) the owner, tenant or occupant who plants in accordance with sub-sections 65.1., b. or c. above, and subsequent occupiers of the building, will be fully responsible for the care and maintenance of these plantings, including weeding, pruning, trimming and watering
 - (2) If these areas are not properly maintained and if, as a result, a complain is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be tidied up; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- g. Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
 - (1) plant any tree or shrub which may grow to such a height as would impeded the view of the water from another strata lot;
 - (2) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s) or permit any such tree or shrub to allow or facilitate access to any roofs, walls or eaves.
- h. In the event of a written complaint from an owner or an employee of the strata corporation who believes that an owner, tenant or occupant is in contravention of sub-section 65.g. above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.

- i. If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- j. Save as permitted under sub-section 65.f. above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- k. Upon written request, the strata council may order a tree or shrub to be topped or felled if:
 - (1) such action is necessary for reasons of safety, or
 - (2) such tree or shrub is:
 - (a) obstructing the water view from the 'Venetian' style window on the upper floor; and
 - (b) lies within an arc of 50°, measured from the centerline of that window.
- l. In both cases listed in sub-section 65.k. above, the strata council will require an 'on site' inspection before deciding what action to take.
- m. the strata council can not guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

Barbequing

- 66.
 - a. There shall be no barbequing anywhere on the common property or any limited common property without the approval of the strata council.
 - b. A barbeque, hibachi or other like cooking device shall not be used on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane or electricity and such propane or electrically powered barbeques, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time.
 - c. Propane gas tanks or containers are not to be stored in garages or any other internal area.
 - d. Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
 - e. If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, such owner, tenant or occupant will become liable to a fine as is provided for in these bylaws.

Open House

- 67. In the event that an owner or his or her agent wishes to hold an 'open house', the following shall apply:
 - a. there shall be no 'For Sale' signs posted other than that which may be placed on the signboard at the main entrance to Port Royale. This sign is to be of the size, shape and style approved by the strata council;

- b. an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot;
- c. an owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

Waterbeds

- 68.
 - a. Waterbeds must be of quality construction, and owners of waterbeds will be held responsible for any damage arising to common property or another strata lot as a result of either spillage or leakage from the waterbed or the overstraining of any structure.
 - b. Owners, tenants or occupants installing a waterbed shall carry the appropriate waterbed insurance coverage and shall, on request, provide a copy of such an insurance policy to the strata council or to the management company employed by the strata corporation.

Christmas Lights

- 69.
 - a. Christmas lights, lighted ornaments or other Christmas decorations may be hung or positioned at any time on or after the 1st of December of each year, and must be removed or taken down on or by the 15th of January of the following year.
 - b. All Christmas lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
 - c. No Christmas lights, lighted ornaments or other Christmas decorations are to be placed on any part of the roof of any building, nor on any part of the common property, with the exception of those parts of the common property being maintained by owners and tenants under the provision of Bylaw 65.a.

RESIDENCY

- 70. No owner, tenant or occupant of a strata lot shall permit any person under the age of nineteen years to ordinarily reside in such strata lot, provided that:
 - a. this restriction shall not prevent a person under the age of nineteen years from residing in a strata lot on a periodic basis, provided that such a period or combination of periods is not longer than sixty days in any calendar year; and
 - b. this bylaw is not applicable to those strata lots that are rented in accordance with the provision of the *Residential Tenancy Act*.
- 71. In no case shall a one-bedroom strata lot be occupied by more than two persons; nor a two-bedroom lot be occupied by more than three persons; nor a three-bedroom or more strata lot be occupied by more than four persons. Nevertheless, the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship or need.

71A. Absence from Strata Lot

An owner or tenant who plans to be away and leave the strata lot vacant for a period of 7 days or longer shall:

- a. advise the property management company of the planned absence and confirm the identity of any emergency keyholder(s) and provide their emergency contact information, if available; and
- b. turn off the main water shut off for the strata lot prior to going away.
- c. Notwithstanding Section 71A(b), in the event the extended absence is between May 1 and September 30 and there is an exterior watering system that prevents the water from being shut off during the extended absence, the owner must:
 - (i) arrange for the strata lot to be inspected no less frequently than every 4 days, and
 - (ii) inform the property management company of the identity of the person(s) that will be inspecting the unit, together with his or her contact information.

RENTAL RESTRICTIONS

Number of Rental Units

72. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions, as laid out below.
73. At any given time up to four strata lots may be leased for terms of not less than one year.

Procedures

74. Before Renting

- a. Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing. Upon receipt of any application, the strata council shall advise the applicant whether any rental vacancies are available.
- b. In approving any rental, the strata council shall consider all applications and shall act in what members consider to be the best interests of the strata corporation as a whole.
- c. The strata council reserves the right to advise all owners of any application in order that other owners may also apply if they so desire.
- d. No owner shall be entitled to priority based on having received permission to rent or lease in the past or on the basis of the date or time of application.
- e. Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.
- f. Any owner living outside the local dialing area wishing to rent or lease his or her strata lot must utilize the services of a professional property management company approved by the strata council.

75. After Entering into a Rental Agreement

- a. The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the strata corporation, and will deliver to the management company employed by the strata corporation a properly executed Form 'K' prior to the tenant taking up residence in the strata corporation.
- b. The owner shall also ensure that the tenant is aware that in no case may he or she sub-let or otherwise assign his or her tenancy; and is to ensure that the rental agreement contains a clause to this effect.
- c. The owner shall advise the management company employed by the strata corporation of;
 - (1) the name of the tenant
 - (2) the address and telephone number where the owner may be contacted during his or her absence.
- d. An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

Exceptions

76. Notwithstanding Paragraph 72 above, where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
77. These bylaws do not apply to prevent the rental of a strata lot to a member of the "family" of the owner, meaning:
 - a. the spouse of an owner
 - b. a parent or child of the owner; or
 - c. a parent or child of the spouse of the owner.

Legal Provisions

78. a. For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
 - (1) any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as in herein contained; and
 - (2) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease.

- b. The strata corporation hereby nominates the strata council as its Attorney of Fact for the purpose of giving notice to any tenant occupying any strata lot who is in contravention of these bylaws.
- c. The strata corporation is entitled to impose a fine of up to \$500.00 (five hundred dollars) as detailed by paragraph 37 above, for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every seven days.
- d. The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

Furnished Rentals

- 79. a. Nothing in these bylaws shall restrict an individual owner from leasing or renting his or her strata lot for the purpose of a bona fide vacation or a sabbatical, once each calendar year for a period not in excess of six months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation or sabbatical.
- b. Any owner renting or otherwise allowing occupancy of his or her strata lot fully furnished for a period of more than thirty days shall provide the management company employed by the strata corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

LEGAL ACTION

- 80. a. The strata corporation may recover from an owner, tenant or occupant by an action for debt in a court of competent jurisdiction money, which the strata corporation is required to expend as a result of an act or omission by such owner, tenant or occupant or his or her employees, agents or visitors.
- b. The strata council may apply for an injunction or a declaratory order to prevent continued breaches of these bylaws and the costs of so doing, including solicitors costs on a solicitor own client basis, shall be the responsibility of the owner contravening these bylaws or of the owner of the strata lot where the contravention took place.
- c. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, the money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owners family.

CORPORATE COMMON SEAL

81. The strata corporation shall have a Common Seal, which shall not be used except by the authority of the strata council previously given; and in the presence of the strata council, or at the least two members of it, who shall sign every instrument to which the Common Seal is affixed.

TERMS AND DEFINITIONS

82. The following terms and definitions shall be held to apply throughout these bylaws, wherever they appear:
- a. **The Act.**
The words 'the Act' shall be taken as referring to the Strata Property Act of the Province of British Columbia brought into effect on the First day of July, Anno Domini 2000.
 - b. **Majority Vote.**
An ordinary resolution shall be passed by a 'majority vote', which shall mean 50% plus one vote of the votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - c. **Three-quarter Vote.**
A special resolution must be passed by a 'three-quarter vote', which shall mean 75% of the effective votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - d. **Notice.**
The word 'notice' shall be taken as including any notice, request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot.

SEVERABILITY

83. For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

BINDING EFFECT

84. For the purpose of implementation of the bylaws, it is acknowledged and agreed by all owners that the bylaws contained within this document constitute a contract **inter se** between the owners, and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered to such parties.

- Ordered By: Ron Neal of RE/MAX Alliance on Feb 20, 2019
 Uploaded: Nov 22, 2012 Verified: Nov 22, 2012

Deduct LTSA Fees? Yes

LTO Document Reference:

Supplied
Ordered

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1723 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 October 24, 2012:

3/4 VOTE RESOLUTION #2 – Chimney Flues

BE IT RESOLVED that the Owners of Strata Plan 1723, by 3/4 vote, agree that Sections 9(c)(2)(c) and 9(d)(3) of the bylaws be amended by replacing “chimneys (but excluding routine cleaning)” with “chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue)”.

3/4 VOTE RESOLUTION #3 – Courtyard Tree Maintenance

BE IT RESOLVED that the Owners of Strata Plan 1723, by 3/4 vote, agree that Section 65(g)(2) of the bylaws be amended to read “permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours’ strata lot(s) or permit any such tree or shrub to allow or facilitate access to any roofs, walls or eaves.”

3/4 VOTE RESOLUTION #4 – Balcony Membrane Replacement

BE IT RESOLVED that the Owners of Strata Plan 1723, by 3/4 vote, agree that Section 2(f) of the bylaws be amended to read “maintain the surface membrane of the balcony, replacing this when necessary under the direction of the strata council and using the materials and standards that may be set by the strata council from time to time with material of an equivalent grade, and ensuring that this material is correctly installed.”

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



Signature of Council Member



Signature of Second Council Member

Date: Oct. 31, 2012

THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES
SCHEDULE OF BYLAWS

Port Royale
Revised October 24, 2012

SCHEDULE OF BYLAWS

INTRODUCTION

The purpose of this document is threefold: in the first place it is designed to protect owners' rights by balancing the rights of the individual with the rights of the community, so that all may lead an undisturbed life together.

In the second place, it is designed to protect the rights of the strata corporation, which is responsible for the maintenance of everything within the perimeter fence (and, indeed, the fence itself) and requires the co-operation of all residents to assist it in this task.

In the third place, it is designed to ensure that the administration of Port Royale is carried out efficiently, economically and fairly for the benefit of all.

The bylaws are therefore the blueprint for a 'design for living', and although they curtail certain activities and actions, they are intended for the common good and bear evenly on all. They must therefore be observed by all.

On buying into the strata corporation all owners have signed a contract to this effect, so it behooves them to ensure that they are familiar with the contents of this document and that they and their tenants are prepared to abide by its provisions.

**The Port Royale Estates
Brentwood Bay.**

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SCHEDULE OF BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

1. An owner must:
 - a. pay strata fees on or before the first day of the month to which the strata fees relate; and
 - b. pay all rates, taxes, charges and assessments that may be payable in respect of his or her strata lot.

Repair and Maintenance of Property by Owner

2. An owner shall:
 - a. repair and maintain his or her strata lot and areas allocated to his or her exclusive use, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws, and keep them in a state of good repair: reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - b. when made necessary by accident or neglect, replace doors (including garage doors), skylights and windows so as to match the standard, quality and design of those presently existing;
 - c. repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot, and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water pipes or drains;
 - d. bear the sole responsibility in any case where the owner does not repair or report, in accordance with sub-section c. above, and damage is caused as a result. In this event, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such monies on a solicitor own client basis;
 - e. promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot;
 - f. maintain the surface membrane of the balcony, replacing this when necessary under the direction of the strata council and using the materials and standards that may be set by the strata council from time to time;
 - g. repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of Property

3. a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that;
 - (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;

- (4) is illegal; or
(5) 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.

- b. In respect of sub-section a.(5) above, owners, tenants or occupants may make reasonable use of the garage space for storage or the accommodation of a workbench or freezer chest, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.
- c. An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the strata corporation must repair and maintain under these bylaws, or insure under section 149 of the Act.

Pets

4. a. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (1) one small dog, having a ground to shoulder height not greater than 14 inches or 35 centimeters, and a weight of not more than 20 pounds or 9 kilograms, or one cat;
 - (2) up to two caged birds, but excluding pigeons;
 - (3) a reasonable number of fish, always provided that the weight of the aquarium does not place an undue strain upon any structure.
- b. An owner, tenant or occupant possessing a pet animal or bird shall inform the management company employed by the strata corporation of the particulars of their pet (s).
- c. An owner, tenant, occupant or visitor must ensure that his or her pets are leashed or otherwise secured when on common property.
- d. An owner, tenant, occupant or visitor shall be responsible for removing his or her pet's excrement from any strata lot or from the common property.
- e. No owner, tenant or occupant shall permit his or her pet to interfere with any other pet, person or object, or permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
- f. If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance; the strata council shall deliver written notice to the owner, tenant or occupant concerned requiring that he or she remove the aforesaid pet within fifteen days. Should such owner, tenant or occupant fail to remove the pet in question permanently from the strata corporation, including the individual's own strata lot, then the strata council may:
- (1) levy a fine for contravention of this bylaw; or
 - (2) take legal action to require the removal of the pet in question.
- g. Any costs, including all legal costs on a solicitor own client basis, resulting from action taken under sub-section 4.f. above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- h. The strata council may from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting

reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

Informing the Strata Corporation

5.
 - a. Within two weeks of becoming an owner, an owner must inform the management company employed by the strata corporation of his or her name, strata lot number, telephone number and mailing address outside the strata plan, should this apply.
 - b. An owner must notify the management company employed by the strata corporation promptly of any changes of ownership, or of any mortgage or other dealing which affects the title of his or her strata lot.
 - c. On request by the strata council, a tenant must inform the management company employed by the strata corporation of his or her name and telephone number.

Obtaining Approval before Altering a Strata Lot

6.
 - a. An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
 - (1) the exterior of a building;
 - (2) the structure of a building;
 - (3) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (4) doors, windows or skylights on the exterior of a building;
 - (5) walls or railings or similar structures that enclose a deck, balcony, patio or courtyard;
 - (6) common property located within the boundaries of a strata lot;
 - (7) those parts of a strata lot which the strata corporation must insure under section 149 of the Act.
 - b. The strata council must not unreasonably withhold its approval under sub-section 6.a. above, but it may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
 - c. In addition to the guarantee required by sub-section 6.b. above, the strata council may also require the owner, at his or her expense, to obtain a professional evaluation of the impact of the proposed changes on the structural integrity of the adjoining strata lots, and where such an evaluation reveals any risk to such lots the strata council shall act in the interest of the common good by taking whatever action is necessary to prevent such alteration from taking place.
 - d. Any costs, including all legal costs on a solicitor own client basis, resulting from such action as is required under sub-section 6.c. above shall be the sole responsibility of the strata lot owner concerned.

Obtaining Approval before Altering Common Property

7.
 - a. An owner must obtain the written approval of the strata council before making any alteration to the common property or any limited common property.

- (c) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
- (d) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
- (e) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards.

d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:

- (1) the structure of a building;
- (2) the exterior of a building;
- (3) chimneys (but excluding routine cleaning and any repair or replacement of the chimney flue), stairs, balconies and other things attached to the exterior of a building
- (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards
- (5) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
- (6) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.

10. For the purposes of these bylaws, the following definitions are established:

- a. a deck is an exterior level covering a room or other interior space;
- b. a balcony is an exterior level on the upper floor (s) which does not cover an interior space;
- c. a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
- d. a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

Financial

11. The strata corporation shall:

- a. collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
- b. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

12. The strata corporation may:

- a. invest, as it may determine, in separate accounts, monies for administrative purposes and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the Act, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
- b. subject to the provisions of the Act, determine the levy for the contingency reserve fund, until the reserve reaches an amount, which the strata corporation deems to be sufficient to meet planned and foreseen expenditure. Thereafter, further amounts of replacement funds may be raised from time to time over such a period of time as the strata corporation considers fit;
- c. borrow money required by it in the performance of its duties or the exercise of its powers;
- d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- e. purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;
- f. impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the Act.

Use of Property

13. The strata corporation may:

- a. by majority vote, make rules and regulations that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the strata corporation;
- b. make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;
- c. by special resolution, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
- d. by special resolution, grant an owner the right to the exclusive use and enjoyment of common property, or special privileges thereon. Such a grant to be terminable upon reasonable notice, unless the strata corporation, by unanimous resolution, otherwise resolves.

14. The strata corporation shall:

- a. control and administer the common property and other assets of the strata corporation for the benefit of all owners;
- b. maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
- c. do all things necessary for the enforcement of the bylaws and any rules and regulations made for the common good by the strata corporation under subsection 13.a. above.

POWERS AND DUTIES OF THE STRATA COUNCIL

General

15. The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the strata corporation.

Council Size

16. The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

Council Composition

17. a. The strata council shall be elected by and from the owners and such tenants as are so qualified under the provisions of the Act.
- b. In addition, and as provided for by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a qualified tenant may be a member of the strata council provided that such person is;
- (1) a spouse (including a common-law spouse) of an owner; or
- (2) a professional advisor of an owner.
- c. Where a strata lot is owned by more than one person, only one joint owner shall be a member of the strata council at any one time.

Council Members' Terms

18. a. The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.
- b. A person whose term of office has expired is not eligible for re-election for a period of one calendar year; unless no other candidate comes forward at the annual general meeting.

Removing a Council Member

19. a. The strata corporation may, by a majority vote passed at an annual or special general meeting, remove one or more strata council members.
- b. After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the said council member for the remainder of his or her term.
- c. No person shall stand for the strata council or continue to be a member of the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the provisions of the Act.

Replacing a Council Member

20. a. If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
- b. A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.
- c. the strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
- d. In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 25% of the votes of the strata corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, Regulation and the bylaws respecting the calling and holding of general meetings.

Officers

21. a. At the first meeting of the strata council held after each annual general meeting, the strata council must elect from among its members a president; a vice president; a secretary and a treasurer.
- b. A person may hold more than one office at a time, other than the offices of president and vice president.
- c. The vice president has the powers and duties of the president:
- (1) while the president is absent or unwilling to act; or
 - (2) for the remainder of the president's term, if the president ceases to hold office.
- d. If an officer other than the president is unable or unwilling 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 his or her term.
- e. In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.

Calling a Council Meeting

22. a. Any council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason(s) for calling the meeting. This notice does not have to be in writing.
- b. A strata council meeting may be held on less than one week's notice if:
- (1) all strata council members consent in advance of the meeting; or
 - (2) the meeting is required to deal with an emergency situation, and all strata council members either:
 - (a) consent in advance of the meeting; or
 - (b) are unavailable to provide consent after reasonable attempts have been made to contact them.

- c. The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

Quorum of Council

23. a. A quorum of the strata council is three, if the council consists of five or six members, and four, if the council consists of seven members.
b. Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

Voting at Council Meetings

24. a. At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
b. If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding, vote.
c. The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.

Meeting by Electronic Means

25. a. At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
b. If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.

Attendance at Council Meetings

26. a. Any owner may attend council meetings, as an observer, up to the limit of space available.
b. Despite sub-section a. above, no observers may attend those portions of strata council meetings that deal with any of the following:
(1) bylaw contravention hearings under section 135 of the Act;
(2) rental restriction bylaw exemption hearings under section 144 of the Act;
(3) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
c. To allow owners to address the strata council on matters which do not require a formal hearing, as in paragraph 27 below, the strata council may, from time to time, hold open sessions during which owners concerns may be given, subject to the restrictions below:
(1) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
(2) each speaker will be limited to a maximum of ten minutes speaking time;
(3) at least one week's notice of matters to be raised must be given to the secretary of the strata council;

- (4) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;
- (5) attendees must be prepared to vacate the room where the strata council meeting is being held, if requested to do so under the provisions of sub-section b. above;
- (6) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.

- d. The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.

Requisition of a Council Hearing

- 27.
 - a. An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.
 - b. If a hearing is requested under sub-section a. above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
 - c. If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

Council to inform Owners of Minutes

- 28. The strata council must inform owners of the results of all strata council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Responsibilities of Council

- 29. The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
 - a. a copy of the Strata Property Act and Regulation;
 - b. a copy of changes to the bylaws, and any rules or regulations presently in force;
 - c. a copy of special and unanimous resolutions;
 - d. a copy of all the legal agreements to which the strata corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - e. a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers and e-mail addresses if applicable;
 - f. a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the strata corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
 - g. a copy of the annual budget for each year; and
 - h. a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.

30. In addition, the strata council shall:

- a. record minutes of its proceedings;
- b. record or cause to be recorded minutes of annual and special general meetings;
- c. maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
- d. prepare or cause to be prepared proper accounts relating to all the financial transactions of the strata corporation during the fiscal year for distribution to all owners at the annual general meeting;
- e. on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

Spending Restrictions

31.
 - a. In accordance with the provisions of the Act, the monetary limitation upon the strata council for expenditure not authorized in the budget, other than in cases of emergency, is set at not more than \$2000.00 in any one fiscal year.
 - b. A person may not spend the strata corporation's money unless the person has been delegated the power to do so under sub-sections 32.b. and c. below.
 - c. Notwithstanding sub-sections a. and b. above, a strata council member may spend the corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Delegation of Council's Powers and Duties

32.
 - a. Subject to sub-sections b. and c. below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the council, and may, at any time, revoke the delegation.
 - b. The strata council may delegate its spending powers or duties, but only by a resolution that:
 - (1) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates the general authority to make expenditures in accordance with sub-section c.
 - c. A delegation of a general authority to make expenditures must:
 - (1) set a maximum amount that may be spent; and
 - (2) indicate the purpose for which, or the conditions under which, money may be spent.
33. The strata council may not delegate its powers to determine, based on the facts of each particular case:
 - a. whether a person has contravened a bylaw, rule or regulation; or

- b. whether a person should be fined, and, if so, the amount of the fine.
- 34. The strata council may employ, for and on behalf of the strata corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the strata corporation.

Limitations on Liability of a Council Member

- 35.
 - a. A strata 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 strata council.
 - b. Sub-section 35.a. above does not affect a strata council member's liability, as an owner, for any judgment against the strata corporation.
 - c. All acts done in good faith by the strata council are, notwithstanding that it was afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

Responsibilities

- 36.
 - a. An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules and regulations as may be promulgated from time to time in accordance with sub-section 13.a. above.
 - b. An infraction or violation of these bylaws or any rules or regulations duly established by the corporation on the part of an owner, his employees; agents; tenants or visitors may be corrected, remedied or cured as set out in paragraphs 37 to 41 below.

Fines

- 37. The strata council can fine an owner, tenant or occupant a maximum of:
 - a. \$50.00 (fifty) for each contravention of a rule or regulation
 - b. \$200.00 (two hundred) for each contravention of a bylaw; and
 - c. \$500.00 (five hundred) for each contravention of a rental bylaw.
- 38. If an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, a fine can be imposed every seven days so long as the contravention continues.

Penalties for Late Payment

- 39.
 - a. If an owner is late in paying his or her strata fees, 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 that the payment was due and continuing until the last day of the month in which it is paid.

- b. Each owner and tenant is responsible for paying, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay money so owing within fifteen days after such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further fifteen days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

Payment of Fines and Penalties

40. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation either to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, 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 of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against separate component.

Discretion Granted to Council

41.
 - a. The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation, and shall in every case inform, in writing, the owner, tenant or occupant concerned of the breach of a bylaw, rule or regulation and of the liability of a fine should the act or omission which caused the breach continue.
 - b. If, after a reasonable time for compliance, the owner, tenant or occupant concerned is still in contravention or breach of a bylaw, rule or regulation the strata council shall in writing, inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine. However, the strata council has sole discretion to take into account the circumstances of each case, and may impose any amount below the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

Calling of Meetings

42.
 - a. Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
 - b. General meetings other than annual general meetings shall be termed special general meetings.

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- b. 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.
- c. If a precise count is requested, the president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.
- d. The outcome of each vote including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
- e. If there is a tie vote at a general meeting, the president; or, if the president is unwilling or unable to vote, the vice president may break the tie by casting a second, deciding, vote.
- f. An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- g. When owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote.
- h. A person who is a trustee is entitled to exercise the vote for a strata lot: the person beneficially interested may not vote.
- i. A strata lot held in joint ownership is entitled to a single vote only.
- j. In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared invalid.
- k. Notwithstanding anything in this paragraph above, an election of council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.

Proxies

- 46.
 - a. The instrument appointing a proxy shall be drawn up in the format required by the Act, and to be considered valid must be signed by the owner or by his or her attorney.
 - b. The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.
 - c. The proxy form may be held by any person nominated by the owner.
 - d. Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the Act may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

Participation by Other than Eligible Voters

- 47.
 - a. Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the Act, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the strata corporation.

- b. Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the president.
- c. Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

Order of Business

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

Prohibitions

49. a. If a special resolution is passed by persons holding less than 50% of the votes of the strata corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding 25% of the strata corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.
- b. If at any meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

Notice

50. a. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be considered to be well and sufficiently given if:

- (1) it is mailed to the owner at the address of his or her strata lot; or
(2) it is mailed to the address designated by the owner in accordance with sub-section 5.a. above;
(3) it is left with the owner or some other adult person at his or her strata lot.

- b. A notice given by post shall be deemed to have been delivered forty-eight hours after it has been posted.
c. An owner may, at any time in writing, advise the strata corporation of a change of address to which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the purpose of giving of notice.

COMMON EXPENSES

51. a. Common expenses shall be allocated to all strata lots, and shall be borne by all owners in proportion to the Unit Entitlement of their respective strata lots.
b. When parts of the common property have been designated as limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been so designated shall be borne by the owner(s) of the strata lot(s) entitled to use the limited common property in proportion to the Unit Entitlement of the strata lot(s).
c. At each annual general meeting, the strata corporation shall prepare a budget for the following twelve-month period and, after the adoption of this budget, all owners shall pay a monthly assessment in advance calculated to meet the budgeted expenditure in accordance with sub-sections 51.a. and b. above.

INSURANCE

52. a. The strata corporation shall at all times maintain insurance on the common property in accordance with section 149 of the Act.
b. The strata corporation may, at the discretion of the strata council, obtain and maintain in force Director's Liability Insurance for members of the strata council indemnifying the said members of the strata council against any claim of damages arising as a result of any act taken by the strata council or any member thereof in honesty and good faith in accordance with sub-section 35.a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual budget.
c. An owner, tenant or occupant must carry his or her own insurance sufficient to cover all household effects and personal property as well as any and all improvements made to the interior of a strata lot, which will not be covered by the policy held under sub-section 52.a. above.
d. An owner shall pay the deductible on the strata corporation's insurance policy whenever a claim is made upon that insurance policy by the owner of a strata lot. However, the strata council may, at their sole discretion, after consideration of the facts and circumstances of each claim, waive the requirement to pay the deductible, and in such cases the insurance deductible shall be paid by the strata corporation.
e. The strata corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the strata corporation together with the receipts for the payment of the last premium.

- ## **VOLUNTARY DISPUTE RESOLUTION**

- ## GENERAL RESTRICTIONS

Buildings

Use of Strata Lots

54. An owner, tenant or occupant shall not:
- a. use his or her strata lot for any purpose which may be injurious to the reputation of the strata corporation;
 - b. undertake or do anything in any strata lot, on the common property or limited common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;
 - c. breach any relevant rule, ordinance, bylaw or regulation of any municipal, provincial or federal regulatory agency with respect to safety;
 - d. overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the strata corporation's fire insurance policy

- ## Windows

55. An owner, tenant or occupant shall not:
- a. hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
 - b. cover any window with aluminum foil, paper, plastic or other similar items except for:
 - (1) solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable; and
 - (2) the decorative fans professionally made for semi-circular windows

Balconies, Patios and Courtyards

56. An owner, tenant or occupant shall not:
- keep or store on his or her balcony, patio or courtyard material of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony structure;
 - hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - feed pigeons, gulls or other birds, humming bird feeders being excepted; rabbits, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
 - sub-section 56.c. above shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - paint any exterior doors or balcony or patio walls and railings any colour not approved by the strata council;
 - make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved by the strata council;
 - erect or install patio enclosures of any kind;

- h. install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

Signs and Aerials

57. An owner, tenant or occupant shall not:
- erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
 - erect or install anywhere on the common property or limited common property any satellite dish aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
 - erect any sign, advertisement or notice on any strata lot, the common property or limited common property, except for those permitted under 'open house' below.

Garages and Cars

58. An owner, tenant or occupant shall not:
- keep his or her garage door open except for the purpose of entering or exiting by his or her motor vehicle(s). However, in conditions of excessive heat, ventilation of the garage space may be obtained by raising the garage door not more than two feet.
 - cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.
 - carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency;
59. An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

Garbage and Refuse

60. An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or strata lot in the enclosure provided by the strata corporation for this purpose, where such structures exist, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property plan at his or her own expense.
61. An owner, tenant or occupant shall not:
- accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to it become untidy or a hazard to health;
 - make use of the storm drains to dispose of oil, paint, pesticides or any other hazardous substance.

Floor Coverings

62. An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
63. An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Parking

64. a. Owners, tenants or occupants and visitors shall park their cars and/or motorcycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or occupants this space is the garage. Notwithstanding the prohibition in this section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).
- b. No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, motorhome, commercial vehicle, boat or trailer.
- c. Notwithstanding the prohibitions in sub-section 64.b. above, an owner, tenant or occupant may park a recreational vehicle, motorhome or trailer on the common property for the purposes of loading and unloading, provided always that:
- (1) the vehicle or trailer concerned does not impede access to any other strata lot; and
 - (2) the vehicle or trailer does not remain parked for a period longer than twenty-four hours.
- d. Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.
- e. No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than thirty days in any twelve-month period without the prior approval of the strata council given in writing.
- f. Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that:
- (1) not more than one vehicle per strata lot is parked in this manner; and
 - (2) access to neighbouring strata lots is not impeded.
- g. There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
- (1) one which is not licensed; or
 - (2) one that is not presently roadworthy; or
 - (3) one that is, in the opinion of the strata council, unsightly.

Garden Planting and Maintenance

65. a. Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
- (1) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (2) those areas between garages, by mutual consent between the two neighbours concerned
 - (3) a three-foot strip outside the patio railings
 - (4) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- b. In the case of sub-section 65.1.(4) above, an owner, tenant or occupant of a strata lot which does not have an enclosed courtyard shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- c. Plantings by individual owners, tenants or occupants on the areas detailed in sub-section 65.a. above, shall be limited to the following:
- (1) flowering plants or evergreen shrubs
 - (2) annuals and perennials
- d. Vegetables shall not be planted on the common property.
- e. The maximum height of any planting shall be:
- (1) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (2) the height of either the lower balcony or patio railings on the northern faces of the buildings
- f. (1) the owner, tenant or occupant who plants in accordance with sub-sections 65.1., b. or c. above, and subsequent occupiers of the building, will be fully responsible for the care and maintenance of these plantings, including weeding, pruning, trimming and watering
- (2) If these areas are not properly maintained and if, as a result, a complain is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be tidied up; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- g. Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
- (1) plant any tree or shrub which may grow to such a height as would impeded the view of the water from another strata lot;

- (2) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s) or permit any such tree or shrub to allow or facilitate access to any roofs, walls or eaves.

- h. In the event of a written complaint from an owner or an employee of the strata corporation who believes that an owner, tenant or occupant is in contravention of sub-section 65.g. above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.
- i. If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- j. Save as permitted under sub-section 65.f. above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- k. Upon written request, the strata council may order a tree or shrub to be topped or felled if:
- (1) such action is necessary for reasons of safety, or
- (2) such tree or shrub is:
- (a) obstructing the water view from the 'Venetian' style window on the upper floor; and
- (b) lies within an arc of 50°, measured from the centerline of that window.
- l. In both cases listed in sub-section 65.k. above, the strata council will require an 'on site' inspection before deciding what action to take.
- m. the strata council can not guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

Barbequing

66. a. There shall be no barbequing anywhere on the common property or any limited common property without the approval of the strata council.
- b. A barbeque, hibachi or other like cooking device shall not be used on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane or electricity and such propane or electrically powered barbeques, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time.
- c. Propane gas tanks or containers are not to be stored in garages or any other internal area.
- d. Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
- e. If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, such owner, tenant or occupant will become liable to a fine as is provided for in these bylaws.

Open House

67. In the event that an owner or his or her agent wishes to hold an 'open house', the following shall apply:
- there shall be no 'For Sale' signs posted other than that which may be placed on the signboard at the main entrance to Port Royale. This sign is to be of the size, shape and style approved by the strata council;
 - an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot;
 - an owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

Waterbeds

68. a. Waterbeds must be of quality construction, and owners of waterbeds will be held responsible for any damage arising to common property or another strata lot as a result of either spillage or leakage from the waterbed or the overstraining of any structure.
- b. Owners, tenants or occupants installing a waterbed shall carry the appropriate waterbed insurance coverage and shall, on request, provide a copy of such an insurance policy to the strata council or to the management company employed by the strata corporation.

Christmas Lights

69. a. Christmas lights, lighted ornaments or other Christmas decorations may be hung or positioned at any time on or after the 1st of December of each year, and must be removed or taken down on or by the 15th of January of the following year.
- b. All Christmas lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
- c. No Christmas lights, lighted ornaments or other Christmas decorations are to be placed on any part of the roof of any building, nor on any part of the common property, with the exception of those parts of the common property being maintained by owners and tenants under the provision of Bylaw 65.a.

RESIDENCY

70. No owner, tenant or occupant of a strata lot shall permit any person under the age of nineteen years to ordinarily reside in such strata lot, provided that:
- this restriction shall not prevent a person under the age of nineteen years from residing in a strata lot on a periodic basis, provided that such a period or combination of periods is not longer than sixty days in any calendar year; and
 - this bylaw is not applicable to those strata lots that are rented in accordance with the provision of the Residential Act.

71. In no case shall a one-bedroom strata lot be occupied by more than two persons; nor a two-bedroom lot be occupied by more than three persons; nor a three-bedroom or more strata lot be occupied by more than four persons. Nevertheless, the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship or need.

71A. Absence from Strata Lot

An owner or tenant who plans to be away and leave the strata lot vacant for a period of 7 days or longer shall:

- a. advise the property management company of the planned absence and confirm the identity of any emergency keyholder(s) and provide their emergency contact information, if available; and
- b. turn off the main water shut off for the strata lot prior to going away.
- c. Notwithstanding Section 71A(b), in the event the extended absence is between May 1 and September 30 and there is an exterior watering system that prevents the water from being shut off during the extended absence, the owner must:
 - (i) arrange for the strata lot to be inspected no less frequently than every 4 days, and
 - (ii) inform the property management company of the identity of the person(s) that will be inspecting the unit, together with his or her contact information.

RENTAL RESTRICTIONS

Number of Rental Units

72. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions, as laid out below.
73. At any given time up to four strata lots may be leased for terms of not less than one year.

Procedures

74. Before Renting

- a. Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing. Upon receipt of any application, the strata council shall advise the applicant whether any rental vacancies are available.
- b. In approving any rental, the strata council shall consider all applications and shall act in what members consider to be the best interests of the strata corporation as a whole.
- c. The strata council reserves the right to advise all owners of any application in order that other owners may also apply if they so desire.
- d. No owner shall be entitled to priority based on having received permission to rent or lease in the past or on the basis of the date or time of application.
- e. Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.

- f. Any owner living outside the local dialing area wishing to rent or lease his or her strata lot must utilize the services of a professional property management company approved by the strata council.

75. After Entering into a Rental Agreement

- a. The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the strata corporation, and will deliver to the management company employed by the strata corporation a properly executed Form 'K' prior to the tenant taking up residence in the strata corporation.
- b. The owner shall also ensure that the tenant is aware that in no case may he or she sub-let or otherwise assign his or her tenancy; and is to ensure that the rental agreement contains a clause to this effect.
- c. The owner shall advise the management company employed by the strata corporation of;
 - (1) the name of the tenant
 - (2) the address and telephone number where the owner may be contacted during his or her absence.
- d. An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

Exceptions

76. Notwithstanding Paragraph 72 above, where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
77. These bylaws do not apply to prevent the rental of a strata lot to a member of the "family" of the owner, meaning:
 - a. the spouse of an owner
 - b. a parent or child of the owner; or
 - c. a parent or child of the spouse of the owner.

Legal Provisions

78. a. For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
 - (1) any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as in herein contained; and

(2) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease

- b. The strata corporation hereby nominates the strata council as its Attorney of Fact for the purpose of giving notice to any tenant occupying any strata lot who is in contravention of these bylaws.
- c. The strata corporation is entitled to impose a fine of up to \$500.00 (five hundred dollars) as detailed by paragraph 37 above, for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every seven days.
- d. The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

Furnished Rentals

79. a. Nothing in these bylaws shall restrict an individual owner from leasing or renting his or her strata lot for the purpose of a bona fide vacation or a sabbatical, once each calendar year for a period not in excess of six months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation or sabbatical.
- b. Any owner renting or otherwise allowing occupancy of his or her strata lot fully furnished for a period of more than thirty days shall provide the management company employed by the strata corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

LEGAL ACTION

80. a. The strata corporation may recover from an owner, tenant or occupant by an action for debt in a court of competent jurisdiction money, which the strata corporation is required to expend as a result of an act or omission by such owner, tenant or occupant or his or her employees, agents or visitors.
- b. The strata council may apply for an injunction or a declaratory order to prevent continued breaches of these bylaws and the costs of so doing, including solicitors costs on a solicitor own client basis, shall be the responsibility of the owner contravening these bylaws or of the owner of the strata lot where the contravention took place.
- c. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, the money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owners family.

CORPORATE COMMON SEAL

81. The strata corporation shall have a Common Seal, which shall not be used except by the authority of the strata council previously given; and in the presence of the strata council, or at the least two members of it, who shall sign every instrument to which the Common Seal is affixed.

TERMS AND DEFINITIONS

82. The following terms and definitions shall be held to apply throughout these bylaws, wherever they appear:
- a. **The Act.**
The words 'the Act' shall be taken as referring to the Strata Property Act of the Province of British Columbia brought into effect on the First day of July, Anno Domini 2000.
 - b. **Majority Vote.**
An ordinary resolution shall be passed by a 'majority vote', which shall mean 50% plus one vote of the votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - c. **Three-quarter Vote.**
A special resolution must be passed by a 'three-quarter vote', which shall mean 75% of the effective votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - d. **Notice.**
The word 'notice' shall be taken as including any notice, request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot.

SEVERABILITY

83. For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

BINDING EFFECT

84. For the purpose of implementation of the bylaws, it is acknowledged and agreed by all owners that the bylaws contained within this document constitute a contract **inter se** between the owners, and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered to such parties.

THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES
SCHEDULE OF BYLAWS

Port Royale
Revised October 26, 2011

SCHEDULE OF BYLAWS

INTRODUCTION

The purpose of this document is threefold: in the first place it is designed to protect owners' rights by balancing the rights of the individual with the rights of the community, so that all may lead an undisturbed life together.

In the second place, it is designed to protect the rights of the strata corporation, which is responsible for the maintenance of everything within the perimeter fence (and, indeed, the fence itself) and requires the co-operation of all residents to assist it in this task.

In the third place, it is designed to ensure that the administration of Port Royale is carried out efficiently, economically and fairly for the benefit of all.

The bylaws are therefore the blueprint for a 'design for living', and although they curtail certain activities and actions, they are intended for the common good and bear evenly on all. They must therefore be observed by all.

On buying into the strata corporation all owners have signed a contract to this effect, so it behooves them to ensure that they are familiar with the contents of this document and that they and their tenants are prepared to abide by its provisions.

**The Port Royale Estates
Brentwood Bay.**

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SCHEDULE OF BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

1. An owner must:
 - a. pay strata fees on or before the first day of the month to which the strata fees relate; and
 - b. pay all rates, taxes, charges and assessments that may be payable in respect of his or her strata lot.

Repair and Maintenance of Property by Owner

2. An owner shall:
 - a. repair and maintain his or her strata lot and areas allocated to his or her exclusive use, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws, and keep them in a state of good repair: reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - b. when made necessary by accident or neglect, replace doors (including garage doors), skylights and windows so as to match the standard, quality and design of those presently existing;
 - c. repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot, and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water pipes or drains;
 - d. bear the sole responsibility in any case where the owner does not repair or report, in accordance with sub-section c. above, and damage is caused as a result. In this event, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such monies on a solicitor own client basis;
 - e. promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot;
 - f. maintain the surface membrane of the balcony, replacing this when necessary with material of an equivalent grade, and ensuring that this material is correctly installed;
 - g. repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of Property

3.
 - a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that;
 - (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;

- (4) is illegal; or
- (5) 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.

- b. In respect of sub-section a.(5) above, owners, tenants or occupants may make reasonable use of the garage space for storage or the accommodation of a workbench or freezer chest, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.
- c. An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the strata corporation must repair and maintain under these bylaws, or insure under section 149 of the Act.

Pets

- 4. a. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (1) one small dog, having a ground to shoulder height not greater than 14 inches or 35 centimeters, and a weight of not more than 20 pounds or 9 kilograms, or one cat;
 - (2) up to two caged birds, but excluding pigeons;
 - (3) a reasonable number of fish, always provided that the weight of the aquarium does not place an undue strain upon any structure.
- b. An owner, tenant or occupant possessing a pet animal or bird shall inform the management company employed by the strata corporation of the particulars of their pet (s).
- c. An owner, tenant, occupant or visitor must ensure that his or her pets are leashed or otherwise secured when on common property.
- d. An owner, tenant, occupant or visitor shall be responsible for removing his or her pet's excrement from any strata lot or from the common property.
- e. No owner, tenant or occupant shall permit his or her pet to interfere with any other pet, person or object, or permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
- f. If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance; the strata council shall deliver written notice to the owner, tenant or occupant concerned requiring that he or she remove the aforesaid pet within fifteen days. Should such owner, tenant or occupant fail to remove the pet in question permanently from the strata corporation, including the individual's own strata lot, then the strata council may:
 - (1) levy a fine for contravention of this bylaw; or
 - (2) take legal action to require the removal of the pet in question.
- g. Any costs, including all legal costs on a solicitor own client basis, resulting from action taken under sub-section 4.f. above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- h. The strata council may from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting

reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

Informing the Strata Corporation

5.
 - a. Within two weeks of becoming an owner, an owner must inform the management company employed by the strata corporation of his or her name, strata lot number, telephone number and mailing address outside the strata plan, should this apply.
 - b. An owner must notify the management company employed by the strata corporation promptly of any changes of ownership, or of any mortgage or other dealing which affects the title of his or her strata lot.
 - c. On request by the strata council, a tenant must inform the management company employed by the strata corporation of his or her name and telephone number.

Obtaining Approval before Altering a Strata Lot

6.
 - a. An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
 - (1) the exterior of a building;
 - (2) the structure of a building;
 - (3) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (4) doors, windows or skylights on the exterior of a building;
 - (5) walls or railings or similar structures that enclose a deck, balcony, patio or courtyard;
 - (6) common property located within the boundaries of a strata lot;
 - (7) those parts of a strata lot which the strata corporation must insure under section 149 of the Act.
 - b. The strata council must not unreasonably withhold its approval under sub-section 6.a. above, but it may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
 - c. In addition to the guarantee required by sub-section 6.b. above, the strata council may also require the owner, at his or her expense, to obtain a professional evaluation of the impact of the proposed changes on the structural integrity of the adjoining strata lots, and where such an evaluation reveals any risk to such lots the strata council shall act in the interest of the common good by taking whatever action is necessary to prevent such alteration from taking place.
 - d. Any costs, including all legal costs on a solicitor own client basis, resulting from such action as is required under sub-section 6.c. above shall be the sole responsibility of the strata lot owner concerned.

Obtaining Approval before Altering Common Property

7.
 - a. An owner must obtain the written approval of the strata council before making any alteration to the common property or any limited common property.

- b. The strata council may not unreasonably withhold its approval under sub-section 7.a. above, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expense relating to the alteration.
- c. Should the nature of the request so warrant, the strata council may take additional action as is specified in sub-sections 6.c. and 6.d. above.

Permit Entry to a Strata Lot

- 8.
 - a. An owner, tenant or occupant or visitor must allow a person authorized by the strata council to enter his or her strata lot:
 - (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (2) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property or any other portions of the strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or to insure under section 149 of the Act; and
 - (3) at a reasonable time, on 48 hour's written notice, for the purpose of ensuring that bylaws are being observed.
 - b. The notice referred to in sub-sections 8.a.(2) and (3) above, must include the date and approximate time of entry, and the purpose for which entry is required.
 - c. An owner, tenant or occupant should ensure that he or she deposits a key to his or her strata lot with a neighbour or friend in the event that emergency access is required to the strata lot in the absence of such owner, tenants or occupant. In addition, an owner, tenant or occupant should inform, in writing, the management company employed by the corporation of the location of this key.
 - d. Should an emergency occur, and no key be readily available, the strata council or its authorized agent(s) will enter the strata lot using force if this is so required. In this event, the repair of any damage necessarily incurred will be at the expense of the owner, tenant or occupant concerned.

POWERS AND DUTIES OF THE STRATA CORPORATION

Repair and Maintenance of Property by the Strata Corporation

- 9. The strata corporation must repair and maintain all of the following:
 - a. the common assets of the corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain is limited to:
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and
 - (2) the following; no matter how often the repair and maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys (but excluding routine cleaning), stairs, balconies and other things attached to the exterior of a building
- (d) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
- (e) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards.

d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:

- (1) the structure of a building;
- (2) the exterior of a building;
- (3) chimneys (but excluding routine cleaning), stairs, balconies and other things attached to the exterior of a building
- (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards
- (5) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
- (6) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.

10. For the purposes of these bylaws, the following definitions are established:

- a. a deck is an exterior level covering a room or other interior space;
- b. a balcony is an exterior level on the upper floor (s) which does not cover an interior space;
- c. a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
- d. a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

Financial

11. The strata corporation shall:

- a. collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
- b. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

12. The strata corporation may:

- a. invest, as it may determine, in separate accounts, monies for administrative purposes and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the Act, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
- b. subject to the provisions of the Act, determine the levy for the contingency reserve fund, until the reserve reaches an amount, which the strata corporation deems to be sufficient to meet planned and foreseen expenditure. Thereafter, further amounts of replacement funds may be raised from time to time over such a period of time as the strata corporation considers fit;
- c. borrow money required by it in the performance of its duties or the exercise of its powers;
- d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
- e. purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;
- f. impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the Act.

Use of Property

13. The strata corporation may:

- a. by majority vote, make rules and regulations that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the strata corporation;
- b. make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;
- c. by special resolution, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
- d. by special resolution, grant an owner the right to the exclusive use and enjoyment of common property, or special privileges thereon. Such a grant to be terminable upon reasonable notice, unless the strata corporation, by unanimous resolution, otherwise resolves.

14. The strata corporation shall:

- a. control and administer the common property and other assets of the strata corporation for the benefit of all owners;
- b. maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
- c. do all things necessary for the enforcement of the bylaws and any rules and regulations made for the common good by the strata corporation under sub-section 13.a. above.

POWERS AND DUTIES OF THE STRATA COUNCIL

General

15. The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the strata corporation.

Council Size

16. The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

Council Composition

17.
 - a. The strata council shall be elected by and from the owners and such tenants as are so qualified under the provisions of the Act.
 - b. In addition, and as provided for by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a qualified tenant may be a member of the strata council provided that such person is;
 - (1) a spouse (including a common-law spouse) of an owner; or
 - (2) a professional advisor of an owner.
 - c. Where a strata lot is owned by more than one person, only one joint owner shall be a member of the strata council at any one time.

Council Members' Terms

18.
 - a. The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.
 - b. A person whose term of office has expired is not eligible for re-election for a period of one calendar year; unless no other candidate comes forward at the annual general meeting.

Removing a Council Member

19.
 - a. The strata corporation may, by a majority vote passed at an annual or special general meeting, remove one or more strata council members.
 - b. After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the said council member for the remainder of his or her term.
 - c. No person shall stand for the strata council or continue to be a member of the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the provisions of the Act.

Replacing a Council Member

20.
 - a. If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
 - b. A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.
 - c. the strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
 - d. In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 25% of the votes of the strata corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, Regulation and the bylaws respecting the calling and holding of general meetings.

Officers

21.
 - a. At the first meeting of the strata council held after each annual general meeting, the strata council must elect from among its members a president; a vice president; a secretary and a treasurer.
 - b. A person may hold more than one office at a time, other than the offices of president and vice president.
 - c. The vice president has the powers and duties of the president:
 - (1) while the president is absent or unwilling to act; or
 - (2) for the remainder of the president's term, if the president ceases to hold office.
 - d. If an officer other than the president is unable or unwilling 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 his or her term.
 - e. In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.

Calling a Council Meeting

22.
 - a. Any council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason(s) for calling the meeting. This notice does not have to be in writing.
 - b. A strata council meeting may be held on less than one week's notice if:
 - (1) all strata council members consent in advance of the meeting; or
 - (2) the meeting is required to deal with an emergency situation, and all strata council members either:
 - (a) consent in advance of the meeting; or
 - (b) are unavailable to provide consent after reasonable attempts have been made to contact them.

- c. The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

Quorum of Council

- 23.
 - a. A quorum of the strata council is three, if the council consists of five or six members, and four, if the council consists of seven members.
 - b. Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

Voting at Council Meetings

- 24.
 - a. At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
 - b. If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding, vote.
 - c. The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.

Meeting by Electronic Means

- 25.
 - a. At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
 - b. If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.

Attendance at Council Meetings

- 26.
 - a. Any owner may attend council meetings, as an observer, up to the limit of space available.
 - b. Despite sub-section a. above, no observers may attend those portions of strata council meetings that deal with any of the following:
 - (1) bylaw contravention hearings under section 135 of the Act;
 - (2) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (3) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
 - c. To allow owners to address the strata council on matters which do not require a formal hearing, as in paragraph 27 below, the strata council may, from time to time, hold open sessions during which owners concerns may be given, subject to the restrictions below:
 - (1) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
 - (2) each speaker will be limited to a maximum of ten minutes speaking time;
 - (3) at least one week's notice of matters to be raised must be given to the secretary of the strata council;

- (4) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;
- (5) attendees must be prepared to vacate the room where the strata council meeting is being held, if requested to do so under the provisions of sub-section b. above;
- (6) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.

- d. The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.

Requisition of a Council Hearing

- 27.
 - a. An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.
 - b. If a hearing is requested under sub-section a. above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
 - c. If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

Council to inform Owners of Minutes

- 28. The strata council must inform owners of the results of all strata council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Responsibilities of Council

- 29. The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
 - a. a copy of the Strata Property Act and Regulation;
 - b. a copy of changes to the bylaws, and any rules or regulations presently in force;
 - c. a copy of special and unanimous resolutions;
 - d. a copy of all the legal agreements to which the strata corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - e. a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers and e-mail addresses if applicable;
 - f. a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the strata corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
 - g. a copy of the annual budget for each year; and
 - h. a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.

30. In addition, the strata council shall:

- a. record minutes of its proceedings;
- b. record or cause to be recorded minutes of annual and special general meetings;
- c. maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
- d. prepare or cause to be prepared proper accounts relating to all the financial transactions of the strata corporation during the fiscal year for distribution to all owners at the annual general meeting;
- e. on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

Spending Restrictions

31. a. In accordance with the provisions of the Act, the monetary limitation upon the strata council for expenditure not authorized in the budget, other than in cases of emergency, is set at not more than \$2000.00 in any one fiscal year.
- b. A person may not spend the strata corporation's money unless the person has been delegated the power to do so under sub-sections 32.b. and c. below.
- c. Notwithstanding sub-sections a. and b. above, a strata council member may spend the corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Delegation of Council's Powers and Duties

32. a. Subject to sub-sections b. and c. below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the council, and may, at any time, revoke the delegation.
- b. The strata council may delegate its spending powers or duties, but only by a resolution that:
- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates the general authority to make expenditures in accordance with sub-section c.
- c. A delegation of a general authority to make expenditures must:
- (1) set a maximum amount that may be spent; and
 - (2) indicate the purpose for which, or the conditions under which, money may be spent.
33. The strata council may not delegate its powers to determine, based on the facts of each particular case:
- a. whether a person has contravened a bylaw, rule or regulation; or

- b. whether a person should be fined, and, if so, the amount of the fine.
34. The strata council may employ, for and on behalf of the strata corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the strata corporation.

Limitations on Liability of a Council Member

35. a. A strata 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 strata council.
- b. Sub-section 35.a. above does not affect a strata council member's liability, as an owner, for any judgment against the strata corporation.
- c. All acts done in good faith by the strata council are, notwithstanding that it was afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

Responsibilities

36. a. An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules and regulations as may be promulgated from time to time in accordance with sub-section 13.a. above.
- b. An infraction or violation of these bylaws or any rules or regulations duly established by the corporation on the part of an owner, his employees; agents; tenants or visitors may be corrected, remedied or cured as set out in paragraphs 37 to 41 below.

Fines

37. The strata council can fine an owner, tenant or occupant a maximum of:
- a. \$50.00 (fifty) for each contravention of a rule or regulation
- b. \$200.00 (two hundred) for each contravention of a bylaw; and
- c. \$500.00 (five hundred) for each contravention of a rental bylaw.
38. If an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, a fine can be imposed every seven days so long as the contravention continues.

Penalties for Late Payment

39. a. If an owner is late in paying his or her strata fees, 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 that the payment was due and continuing until the last day of the month in which it is paid.

- b. Each owner and tenant is responsible for paying, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay money so owing within fifteen days after such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further fifteen days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

Payment of Fines and Penalties

40. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation either to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, 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 of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against separate component.

Discretion Granted to Council

41. a. The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation, and shall in every case inform, in writing, the owner, tenant or occupant concerned of the breach of a bylaw, rule or regulation and of the liability of a fine should the act or omission which caused the breach continue.
- b. If, after a reasonable time for compliance, the owner, tenant or occupant concerned is still in contravention or breach of a bylaw, rule or regulation the strata council shall in writing, inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine. However, the strata council has sole discretion to take into account the circumstances of each case, and may impose any amount below the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

Calling of Meetings

42. a. Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
- b. General meetings other than annual general meetings shall be termed special general meetings.

- c. The strata council may, whenever it considers proper and shall on requisition in writing by owners or mortgagees holding at least 25% of the strata corporation's votes, within twenty one days of the requisition; convene a special general meeting, stating the reason(s) for the meeting and limiting business to the items specified in the agenda.
- d. Notice of a general meeting shall be dispatched to all owners, tenants and first mortgages who have notified their interests to the strata corporation twenty days before the date on which the meeting is due to take place. The notice is to give the date, place, and hour of that meeting and detailing the business that is to be conducted, including all the resolutions that it is intended to lay before the meeting.
- e. Accidental omission to give notice to an owner, tenant or first mortgagee or failure to receive a notice duly dispatched to an owner, tenant or first mortgagee shall not invalidate the proceedings of the meeting.

Procedures

- 43.
 - a. At each annual general meeting all business, other than the election of council members and the approval of the budget for the coming year, shall be deemed to be 'special' and shall require approval by way of special resolution and a 'three-quarter' vote as defined by the Act.
 - b. At a special general meeting, all resolutions will be 'special'.
 - c. Business shall not be transacted at a general meeting unless a quorum is present at the time the meeting is called to order.
 - d. One third of all persons being entitled to vote being present in person or as represented by proxy shall constitute a quorum.
 - e. If, within one half hour of the time appointed for a general meeting to begin, a quorum is not present, the meeting shall stand adjourned. A date, time and place for the meeting to reconvene must be promulgated to all owners within one week from the date on which the meeting was adjourned.
 - f. If, when the meeting is reconvened, a quorum is not present within one half hour of the time appointed for the meeting, those persons who are entitled to vote who are present either in person or as represented by proxy shall be deemed to constitute a quorum.

Person to Preside at Meetings

- 44.
 - a. The president of the strata council must preside over annual and special general meetings.
 - b. If the president of the strata council is unwilling or unable to act, the vice president of the strata council must preside over the meeting.
 - c. If neither the president nor the vice president of the strata council presides over the meeting, a president must be elected by the eligible voters present in person or as represented by proxy from among those persons entitled to vote who are present at the meeting.

Voting

- 45.
 - a. At an annual or special general meeting, voting cards shall be issued to eligible voters or their proxies.

- b. 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.
- c. If a precise count is requested, the president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.
- d. The outcome of each vote, including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
- e. If there is a tie vote at a general meeting, the president; or, if the president is unwilling or unable to vote; the vice president may break the tie by casting a second, deciding, vote.
- f. An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- g. When owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote.
- h. A person who is a trustee is entitled to exercise the vote for a strata lot: the person beneficially interested may not vote.
- i. A strata lot held in joint ownership is entitled to a single vote only.
- j. In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared invalid.
- k. Notwithstanding anything in this paragraph above, an election of council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.

Proxies

- 46.
 - a. The instrument appointing a proxy shall be drawn up in the format required by the Act, and to be considered valid must be signed by the owner or by his or her attorney.
 - b. The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.
 - c. The proxy form may be held by any person nominated by the owner.
 - d. Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the Act may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

Participation by Other than Eligible Voters

- 47.
 - a. Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the Act, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the strata corporation.

- b. Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the president.
- c. Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

Order of Business

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

Prohibitions

49. a. If a special resolution is passed by persons holding less than 50% of the votes of the strata corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding 25% of the strata corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.
- b. If at any meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

Notice

50. a. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be considered to be well and sufficiently given if:

- (1) it is mailed to the owner at the address of his or her strata lot; or
- (2) it is mailed to the address designated by the owner in accordance with sub-section 5.a. above;
- (3) it is left with the owner or some other adult person at his or her strata lot.

- b. A notice given by post shall be deemed to have been delivered forty-eight hours after it has been posted.
- c. An owner may, at any time in writing, advise the strata corporation of a change of address to which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the purpose of giving of notice.

COMMON EXPENSES

51.
 - a. Common expenses shall be allocated to all strata lots, and shall be borne by all owners in proportion to the Unit Entitlement of their respective strata lots.
 - b. When parts of the common property have been designated as limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been so designated shall be borne by the owner(s) of the strata lot(s) entitled to use the limited common property in proportion to the Unit Entitlement of the strata lot(s).
 - c. At each annual general meeting, the strata corporation shall prepare a budget for the following twelve-month period and, after the adoption of this budget, all owners shall pay a monthly assessment in advance calculated to meet the budgeted expenditure in accordance with sub-sections 51.a. and b. above.

INSURANCE

52.
 - a. The strata corporation shall at all times maintain insurance on the common property in accordance with section 149 of the Act.
 - b. The strata corporation may, at the discretion of the strata council, obtain and maintain in force Director's Liability Insurance for members of the strata council indemnifying the said members of the strata council against any claim of damages arising as a result of any act taken by the strata council or any member thereof in honesty and good faith in accordance with sub-section 35.a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual budget.
 - c. An owner, tenant or occupant must carry his or her own insurance sufficient to cover all household effects and personal property as well as any and all improvements made to the interior of a strata lot, which will not be covered by the policy held under sub-section 52.a. above.
 - d. An owner shall pay the deductible on the strata corporation's insurance policy whenever a claim is made upon that insurance policy by the owner of a strata lot. However, the strata council may, at their sole discretion, after consideration of the facts and circumstances of each claim, waive the requirement to pay the deductible, and in such cases the insurance deductible shall be paid by the strata corporation.
 - e. The strata corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the strata corporation together with the receipts for the payment of the last premium.

- f. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

VOLUNTARY DISPUTE RESOLUTION

53. a. A dispute among owners, tenants, occupants, the strata council or any combination of them, may be referred to a dispute resolution committee by a party to the dispute, if;
- (1) all parties to the dispute consent; and
 - (2) the dispute involves the Act, the Regulation or the bylaws or rules and regulations.
- b. A dispute resolution committee shall consist of either:
- (1) one owner of a strata lot nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties; or
 - (2) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- c. The object of the dispute resolution committee is to help the disputing parties to reach a voluntary agreement by making dispassionate and unbiased recommendations to each party concerned.

GENERAL RESTRICTIONS

Buildings

Use of Strata Lots

54. An owner, tenant or occupant shall not:
- a. use his or her strata lot for any purpose which may be injurious to the reputation of the strata corporation;
 - b. undertake or do anything in any strata lot, on the common property or limited common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;
 - c. breach any relevant rule, ordinance, bylaw or regulation of any municipal, provincial or federal regulatory agency with respect to safety;
 - d. overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the strata corporation's fire insurance policy

- e. conduct any business activity of any kind from any strata lot, the common property or limited common property, other than that which can be conducted primarily over telephone or cable lines;
- f. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or the common property or limited common property or do anything which would interfere unreasonably with any other owner, tenant or occupant;
- g. use any musical instrument, amplifier, TV set, sound reproduction equipment or any other device within or about any strata lot, the common property or limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant: and in any case, particular care is to be taken to reduce noise levels to an absolute minimum between the hours of 11.00 p.m. and 7.00 a.m.
- h. give any keys, combination or other means of access to the common property other than to an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Windows

55. An owner, tenant or occupant shall not:
- a. hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
 - b. cover any window with aluminum foil, paper, plastic or other similar items except for:
 - (1) solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable; and
 - (2) the decorative fans professionally made for semi-circular windows

Balconies, Patios and Courtyards

56. An owner, tenant or occupant shall not:
- a. keep or store on his or her balcony, patio or courtyard material of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony structure;
 - b. hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - c. feed pigeons, gulls or other birds, humming bird feeders being excepted; rabbits, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;
 - d. sub-section 56.c. above shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - e. paint any exterior doors or balcony or patio walls and railings any colour not approved by the strata council;
 - f. make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved by the strata council;
 - g. erect or install patio enclosures of any kind;

- h. install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

Signs and Aerials

57. An owner, tenant or occupant shall not:
- a. erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
 - b. erect or install anywhere on the common property or limited common property any satellite dish aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
 - c. erect any sign, advertisement or notice on any strata lot, the common property or limited common property, except for those permitted under 'open house' below.

Garages and Cars

58. An owner, tenant or occupant shall not:
- a. keep his or her garage door open except for the purpose of entering or exiting by his or her motor vehicle(s). However, in conditions of excessive heat, ventilation of the garage space may be obtained by raising the garage door not more than two feet.
 - b. cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.
 - c. carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency;
59. An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

Garbage and Refuse

60. An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or strata lot in the enclosure provided by the strata corporation for this purpose, where such structures exist, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property plan at his or her own expense.
61. An owner, tenant or occupant shall not:
- a. accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to it become untidy or a hazard to health;
 - b. make use of the storm drains to dispose of oil, paint, pesticides or any other hazardous substance.

Floor Coverings

62. An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
63. An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complains from neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Parking

64.
 - a. Owners, tenants or occupants and visitors shall park their cars and/or motorcycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or occupants this space is the garage. Notwithstanding the prohibition in this section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).
 - b. No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, motorhome, commercial vehicle, boat or trailer.
 - c. Notwithstanding the prohibitions in sub-section 64.b. above, an owner, tenant or occupant may park a recreational vehicle, motorhome or trailer on the common property for the purposes of loading and unloading, provided always that:
 - (1) the vehicle or trailer concerned does not impede access to any other strata lot; and
 - (2) the vehicle or trailer does not remain parked for a period longer than twenty-four hours.
 - d. Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.
 - e. No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than thirty days in any twelve-month period without the prior approval of the strata council given in writing.
 - f. Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that:
 - (1) not more than one vehicle per strata lot is parked in this manner; and
 - (2) access to neighbouring strata lots is not impeded.
 - g. There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
 - (1) one which is not licensed; or
 - (2) one that is not presently roadworthy; or
 - (3) one that is, in the opinion of the strata council, unsightly.

Garden Planting and Maintenance

65. a. Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
- (1) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (2) those areas between garages, by mutual consent between the two neighbours concerned
 - (3) a three-foot strip outside the patio railings
 - (4) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- b. In the case of sub-section 65.1.(4) above, an owner, tenant or occupant of a strata lot which does not have an enclosed courtyard shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- c. Plantings by individual owners, tenants or occupants on the areas detailed in sub-section 65.a. above, shall be limited to the following:
- (1) flowering plants or evergreen shrubs
 - (2) annuals and perennials
- d. Vegetables shall not be planted on the common property.
- e. The maximum height of any planting shall be:
- (1) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (2) the height of either the lower balcony or patio railings on the northern faces of the buildings
- f. (1) the owner, tenant or occupant who plants in accordance with sub-sections 65.1., b. or c. above, and subsequent occupiers of the building, will be fully responsible for the care and maintenance of these plantings, including weeding, pruning, trimming and watering
- (2) If these areas are not properly maintained and if, as a result, a complain is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be tidied up; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- g. Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
- (1) plant any tree or shrub which may grow to such a height as would impeded the view of the water from another strata lot;

- (2) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s).

- h. In the event of a written complaint from an owner or an employee of the strata corporation who believes that an owner, tenant or occupant is in contravention of sub-section 65.g. above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.
- i. If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- j. Save as permitted under sub-section 65.f. above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- k. Upon written request, the strata council may order a tree or shrub to be topped or felled if:
- (1) such action is necessary for reasons of safety, or
- (2) such tree or shrub is:
- (a) obstructing the water view from the 'Venetian' style window on the upper floor; and
- (b) lies within an arc of 50°, measured from the centerline of that window.
- l. In both cases listed in sub-section 65.k. above, the strata council will require an 'on site' inspection before deciding what action to take.
- m. the strata council can not guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

Barbequing

66. a. There shall be no barbequing anywhere on the common property or any limited common property without the approval of the strata council.
- b. A barbeque, hibachi or other like cooking device shall not be used on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane or electricity and such propane or electrically powered barbeques, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time.
- c. Propane gas tanks or containers are not to be stored in garages or any other internal area.
- d. Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
- e. If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, such owner, tenant or occupant will become liable to a fine as is provided for in these bylaws.

Open House

67. In the event that an owner or his or her agent wishes to hold an 'open house', the following shall apply:
- there shall be no 'For Sale' signs posted other than that which may be placed on the signboard at the main entrance to Port Royale. This sign is to be of the size, shape and style approved by the strata council;
 - an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot;
 - an owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

Waterbeds

68. a. Waterbeds must be of quality construction, and owners of waterbeds will be held responsible for any damage arising to common property or another strata lot as a result of either spillage or leakage from the waterbed or the overstraining of any structure.
- b. Owners, tenants or occupants installing a waterbed shall carry the appropriate waterbed insurance coverage and shall, on request, provide a copy of such an insurance policy to the strata council or to the management company employed by the strata corporation.

Christmas Lights

69. a. Christmas lights, lighted ornaments or other Christmas decorations may be hung or positioned at any time on or after the 1st of December of each year, and must be removed or taken down on or by the 15th of January of the following year.
- b. All Christmas lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
- c. No Christmas lights, lighted ornaments or other Christmas decorations are to be placed on any part of the roof of any building, nor on any part of the common property, with the exception of those parts of the common property being maintained by owners and tenants under the provision of Bylaw 65.a.

RESIDENCY

70. No owner, tenant or occupant of a strata lot shall permit any person under the age of nineteen years to ordinarily reside in such strata lot, provided that:
- this restriction shall not prevent a person under the age of nineteen years from residing in a strata lot on a periodic basis, provided that such a period or combination of periods is not longer than sixty days in any calendar year; and
 - this bylaw is not applicable to those strata lots that are rented in accordance with the provision of the Residential Act.

71. In no case shall a one-bedroom strata lot be occupied by more than two persons; nor a two-bedroom lot be occupied by more than three persons; nor a three-bedroom or more strata lot be occupied by more than four persons. Nevertheless, the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship or need.
- 71A. Absence from Strata Lot
An owner or tenant who plans to be away and leave the strata lot vacant for a period of 7 days or longer shall:
- advise the property management company of the planned absence and confirm the identity of any emergency keyholder(s) and provide their emergency contact information, if available; and
 - turn off the main water shut off for the strata lot prior to going away.
 - Notwithstanding Section 71A(b), in the event the extended absence is between May 1 and September 30 and there is an exterior watering system that prevents the water from being shut off during the extended absence, the owner must:
 - arrange for the strata lot to be inspected no less frequently than every 4 days, and
 - inform the property management company of the identity of the person(s) that will be inspecting the unit, together with his or her contact information.

RENTAL RESTRICTIONS

Number of Rental Units

72. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions, as laid out below.
73. At any given time up to four strata lots may be leased for terms of not less than one year.

Procedures

74. **Before Renting**
- Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing. Upon receipt of any application, the strata council shall advise the applicant whether any rental vacancies are available.
 - In approving any rental, the strata council shall consider all applications and shall act in what members consider to be the best interests of the strata corporation as a whole.
 - The strata council reserves the right to advise all owners of any application in order that other owners may also apply if they so desire.
 - No owner shall be entitled to priority based on having received permission to rent or lease in the past or on the basis of the date or time of application.
 - Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.

- f. Any owner living outside the local dialing area wishing to rent or lease his or her strata lot must utilize the services of a professional property management company approved by the strata council.

75. After Entering into a Rental Agreement

- a. The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the strata corporation, and will deliver to the management company employed by the strata corporation a properly executed Form 'K' prior to the tenant taking up residence in the strata corporation.
- b. The owner shall also ensure that the tenant is aware that in no case may he or she sub-let or otherwise assign his or her tenancy; and is to ensure that the rental agreement contains a clause to this effect.
- c. The owner shall advise the management company employed by the strata corporation of;
 - (1) the name of the tenant
 - (2) the address and telephone number where the owner may be contacted during his or her absence.
- d. An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

Exceptions

76. Notwithstanding Paragraph 72 above, where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
77. These bylaws do not apply to prevent the rental of a strata lot to a member of the "family" of the owner, meaning:
 - a. the spouse of an owner
 - b. a parent or child of the owner; or
 - c. a parent or child of the spouse of the owner.

Legal Provisions

78. a. For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
 - (1) any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as in herein contained; and

(2) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease.

- b. The strata corporation hereby nominates the strata council as its Attorney of Fact for the purpose of giving notice to any tenant occupying any strata lot who is in contravention of these bylaws.
- c. The strata corporation is entitled to impose a fine of up to \$500.00 (five hundred dollars) as detailed by paragraph 37 above, for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every seven days.
- d. The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

Furnished Rentals

- 79.
- a. Nothing in these bylaws shall restrict an individual owner from leasing or renting his or her strata lot for the purpose of a bona fide vacation or a sabbatical, once each calendar year for a period not in excess of six months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation or sabbatical.
 - b. Any owner renting or otherwise allowing occupancy of his or her strata lot fully furnished for a period of more than thirty days shall provide the management company employed by the strata corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

LEGAL ACTION

- 80.
- a. The strata corporation may recover from an owner, tenant or occupant by an action for debt in a court of competent jurisdiction money, which the strata corporation is required to expend as a result of an act or omission by such owner, tenant or occupant or his or her employees, agents or visitors.
 - b. The strata council may apply for an injunction or a declaratory order to prevent continued breaches of these bylaws and the costs of so doing, including solicitors costs on a solicitor own client basis, shall be the responsibility of the owner contravening these bylaws or of the owner of the strata lot where the contravention took place.
 - c. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, the money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owners family.

CORPORATE COMMON SEAL

81. The strata corporation shall have a Common Seal, which shall not be used except by the authority of the strata council previously given; and in the presence of the strata council, or at the least two members of it, who shall sign every instrument to which the Common Seal is affixed.

TERMS AND DEFINITIONS

82. The following terms and definitions shall be held to apply throughout these bylaws, wherever they appear:
- a. **The Act.**
The words 'the Act' shall be taken as referring to the Strata Property Act of the Province of British Columbia brought into effect on the First day of July, Anno Domini 2000.
 - b. **Majority Vote.**
An ordinary resolution shall be passed by a 'majority vote', which shall mean 50% plus one vote of the votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - c. **Three-quarter Vote.**
A special resolution must be passed by a 'three-quarter vote', which shall mean 75% of the effective votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - d. **Notice.**
The word 'notice' shall be taken as including any notice, request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot.

SEVERABILITY

83. For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

BINDING EFFECT

84. For the purpose of implementation of the bylaws, it is acknowledged and agreed by all owners that the bylaws contained within this document constitute a contract **inter se** between the owners, and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered to such parties.

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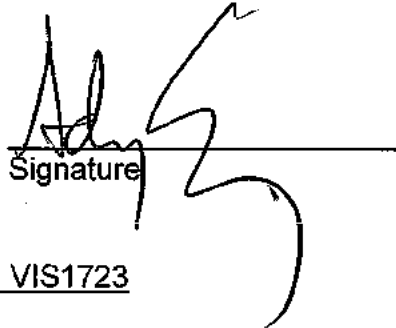
VICTORIA, BC

Dec 23 2009

Registrar
Land Title Office
Victoria, BC

Please receive herewith the following document(s) for filing:

FORM I - NOTIFICATION OF CHANGE OF BYLAWS


Signature

NAME OF APPLICANT: STRATA PLAN VIS1723

ADDRESS: c/o PROLINE MANAGEMENT LTD.
201-20 BURNSIDE ROAD WEST, VICTORIA, BC V9A 1B3

TELEPHONE: 250-475-6440

Strata Property Act**FORM 1****AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS1723 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 Oct 28, 2009:

¾ Vote Resolution #2 – Parking Bylaw Change

Motion: BE IT RESOLVED AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN 1723 THAT the Bylaws be amended by the addition of the following language at the end of Section 64(a):

"Notwithstanding the prohibition in this Section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (provided a vehicle is parked in the garage)."

¾ Vote Resolution #3 – Council Bylaw Change

Motion: BE IT RESOLVED AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN 1723 THAT Section 16 of the Bylaws be repealed and replaced with the following:

"The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years."

¾ Vote Resolution #4 – Council Quorum Bylaw Change

Motion: BE IT RESOLVED AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN 1723 THAT Section 23(a) of the Bylaws be repealed and replaced with the following:

"A quorum of the council is 3, if the council consists of 5 or 6 members, and 4, if the council consists of 7 members."

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



Signature of Council Member



Signature of Second Council Member

Date: Dec 17, 2009

**THE STRATA CORPORATION
OF THE
PORT ROYALE ESTATES

SCHEDULE OF BYLAWS**

**Port Royale
Revised October 28, 2009**

SCHEDULE OF BYLAWS

INTRODUCTION

The purpose of this document is threefold: in the first place it is designed to protect owners' rights by balancing the rights of the individual with the rights of the community, so that all may lead an undisturbed life together.

In the second place, it is designed to protect the rights of the strata corporation, which is responsible for the maintenance of everything within the perimeter fence (and, indeed, the fence itself) and requires the co-operation of all residents to assist it in this task.

In the third place, it is designed to ensure that the administration of Port Royale is carried out efficiently, economically and fairly for the benefit of all.

The bylaws are therefore the blueprint for a 'design for living', and although they curtail certain activities and actions, they are intended for the common good and bear evenly on all. They must therefore be observed by all.

On buying into the strata corporation all owners have signed a contract to this effect, so it behooves them to ensure that they are familiar with the contents of this document and that they and their tenants are prepared to abide by its provisions.

**The Port Royale Estates
Brentwood Bay.**

SCHEDULE OF BYLAWS

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DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

1. An owner must:
 - a. pay strata fees on or before the first day of the month to which the strata fees relate; and
 - b. pay all rates, taxes, charges and assessments that may be payable in respect of his or her strata lot.

Repair and Maintenance of Property by Owner

2. An owner shall:
 - a. repair and maintain his or her strata lot and areas allocated to his or her exclusive use, except for the repair and maintenance that is the responsibility of the strata corporation under these bylaws, and keep them in a state of good repair: reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
 - b. when made necessary by accident or neglect, replace doors (including garage doors), skylights and windows so as to match the standard, quality and design of those presently existing;
 - c. repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot, and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water pipes or drains;
 - d. bear the sole responsibility in any case where the owner does not repair or report, in accordance with sub-section c. above, and damage is caused as a result. In this event, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such monies on a solicitor own client basis;
 - e. promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot;
 - f. maintain the surface membrane of the balcony, replacing this when necessary with material of an equivalent grade, and ensuring that this material is correctly installed;
 - g. repair and maintain such limited common property as has been allocated for his or her use, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of Property

3. a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or limited common property in a way that;
 - (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;

- (4) is illegal; or
- (5) 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.

- b. In respect of sub-section a.(5) above, owners, tenants or occupants may make reasonable use of the garage space for storage or the accommodation of a workbench or freezer chest, provided always that such use does not preclude the ability for any car, motorcycle or bicycle owned by such owners, tenants or occupants to be kept parked off the common property.
- c. An owner, tenant, occupant or visitor must not cause any damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lot which the strata corporation must repair and maintain under these bylaws, or insure under section 149 of the Act.

Pets

- 4.
 - a. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (1) one small dog, having a ground to shoulder height not greater than 14 inches or 35 centimeters, and a weight of not more than 20 pounds or 9 kilograms, or one cat;
 - (2) up to two caged birds, but excluding pigeons;
 - (3) a reasonable number of fish, always provided that the weight of the aquarium does not place an undue strain upon any structure.
 - b. An owner, tenant or occupant possessing a pet animal or bird shall inform the management company employed by the strata corporation of the particulars of their pet (s).
 - c. An owner, tenant, occupant or visitor must ensure that his or her pets are leashed or otherwise secured when on common property.
 - d. An owner, tenant, occupant or visitor shall be responsible for removing his or her pet's excrement from any strata lot or from the common property.
 - e. No owner, tenant or occupant shall permit his or her pet to interfere with any other pet, person or object, or permit his or her pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling or other noise.
 - f. If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance; the strata council shall deliver written notice to the owner, tenant or occupant concerned requiring that he or she remove the aforesaid pet within fifteen days. Should such owner, tenant or occupant fail to remove the pet in question permanently from the strata corporation, including the individual's own strata lot, then the strata council may:
 - (1) levy a fine for contravention of this bylaw; or
 - (2) take legal action to require the removal of the pet in question.

- g. Any costs, including all legal costs on a solicitor own client basis, resulting from action taken under sub-section 4.f. above, shall be the sole responsibility of the owner, tenant or occupant concerned.
- h. The strata council may from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided always that in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws shall prevail.

Informing the Strata Corporation

5. a. Within two weeks of becoming an owner, an owner must inform the management company employed by the strata corporation of his or her name, strata lot number, telephone number and mailing address outside the strata plan, should this apply.
- b. An owner must notify the management company employed by the strata corporation promptly of any changes of ownership, or of any mortgage or other dealing which affects the title of his or her strata lot.
- c. On request by the strata council, a tenant must inform the management company employed by the strata corporation of his or her name and telephone number.

Obtaining Approval before Altering a Strata Lot

6. a. An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
- (1) the exterior of a building;
 - (2) the structure of a building;
 - (3) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (4) doors, windows or skylights on the exterior of a building;
 - (5) walls or railings or similar structures that enclose a deck, balcony, patio or courtyard;
 - (6) common property located within the boundaries of a strata lot;
 - (7) those parts of a strata lot which the strata corporation must insure under section 149 of the Act.
- b. The strata council must not unreasonably withhold its approval under sub-section 6.a. above, but it may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- c. In addition to the guarantee required by sub-section 6.b. above, the strata council may also require the owner, at his or her expense, to obtain a professional evaluation of the impact of the proposed changes on the structural integrity of the adjoining strata lots, and where such an evaluation reveals any risk to such lots the strata council shall act in the interest of the common good by taking whatever action is necessary to prevent such alteration from taking place.

- d. Any costs, including all legal costs on a solicitor own client basis, resulting from such action as is required under sub-section 6.c. above shall be the sole responsibility of the strata lot owner concerned.

Obtaining Approval before Altering Common Property

7. a. An owner must obtain the written approval of the strata council before making any alteration to the common property or any limited common property.
- b. The strata council may not unreasonably withhold its approval under sub-section 7.a. above, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expense relating to the alteration.
- c. Should the nature of the request so warrant, the strata council may take additional action as is specified in sub-sections 6.c. and 6.d. above.

Permit Entry to a Strata Lot

8. a. An owner, tenant or occupant or visitor must allow a person authorized by the strata council to enter his or her strata lot:
- (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (2) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property or any other portions of the strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or to insure under section 149 of the Act; and
 - (3) at a reasonable time, on 48 hour's written notice, for the purpose of ensuring that bylaws are being observed.
- b. The notice referred to in sub-sections 8.a.(2) and (3) above, must include the date and approximate time of entry, and the purpose for which entry is required.
- c. An owner, tenant or occupant should ensure that he or she deposits a key to his or her strata lot with a neighbour or friend in the event that emergency access is required to the strata lot in the absence of such owner, tenants or occupant. In addition, an owner, tenant or occupant should inform, in writing, the management company employed by the corporation of the location of this key.
- d. Should an emergency occur, and no key be readily available, the strata council or its authorized agent(s) will enter the strata lot using force if this is so required. In this event, the repair of any damage necessarily incurred will be at the expense of the owner, tenant or occupant concerned.

POWERS AND DUTIES OF THE STRATA CORPORATION

Repair and Maintenance of Property by the Strata Corporation

9. The strata corporation must repair and maintain all of the following:
- a. the common assets of the corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain is limited to:
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and
 - (2) the following; no matter how often the repair and maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys (but excluding routine cleaning), stairs, balconies and other things attached to the exterior of a building
 - (d) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
 - (e) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards.
 - d. a strata lot in the strata plan, but the duty to repair and maintain is restricted to:
 - (1) the structure of a building;
 - (2) the exterior of a building;
 - (3) chimneys (but excluding routine cleaning), stairs, balconies and other things attached to the exterior of a building
 - (4) Walls or railings or similar structures that enclose decks, balconies, patios and courtyards
 - (5) doors (but excluding the routine servicing of garage doors), windows and skylights (including the casings, the frames and sills of such windows and skylights but excluding the thermoseals where the windows are a double glazed construction) on the exterior of a building or that front on common property.
 - (6) pipes, wires, cables and ducts that pass through the strata lot and are capable of being used in connection with the enjoyment of more than one other strata lot or lots.

10. For the purposes of these bylaws, the following definitions are established:
- a. a deck is an exterior level covering a room or other interior space;
 - b. a balcony is an exterior level on the upper floor (s) which does not cover an interior space;
 - c. a patio is an external level, at grade, which is included within a strata lot on the north-facing frontages;
 - d. a courtyard is an exterior level, at grade, which is included within a strata lot on the south-facing frontage.

Financial

11. The strata corporation shall:
- a. collect and receive all contributions towards the common expenses paid by the owners, and shall deposit the same with a Chartered Bank, Trust Company or Credit Union;
 - b. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.
12. The strata corporation may:
- a. invest, as it may determine, in separate accounts, monies for administrative purposes and for the contingency reserve fund: provided always that such monies shall be placed only in such accounts and instruments as may conform to the requirements of the Act, and the repayment of which is guaranteed by the Canadian Deposit Insurance Corporation;
 - b. subject to the provisions of the Act, determine the levy for the contingency reserve fund, until the reserve reaches an amount, which the strata corporation deems to be sufficient to meet planned and foreseen expenditure. Thereafter, further amounts of replacement funds may be raised from time to time over such a period of time as the strata corporation considers fit;
 - c. borrow money required by it in the performance of its duties or the exercise of its powers;
 - d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it, or by a combination of these means;
 - e. purchase, hire or otherwise acquire property for use by owners in connection with their enjoyment of common property;
 - f. impose and collect fines for the contravention of any of these bylaws or of any rules or regulations duly established, provided always that these fines remain within the limits established by the Act.

Use of Property

13. The strata corporation may:
 - a. by majority vote, make rules and regulations that it considers necessary from time to time in relation to the use, enjoyment, safety and cleanliness of the common property and other assets of the strata corporation;
 - b. make an agreement with the owner of a strata lot for the provision of amenities or services by it to the strata lot or to the owner;
 - c. by special resolution, designate an area as limited common property, and specify the strata lot(s) that have the use of the limited common property;
 - d. by special resolution, grant an owner the right to the exclusive use and enjoyment of common property, or special privileges thereon. Such a grant to be terminable upon reasonable notice, unless the strata corporation, by unanimous resolution, otherwise resolves.
14. The strata corporation shall:
 - a. control and administer the common property and other assets of the strata corporation for the benefit of all owners;
 - b. maintain all common areas, including lawns, gardens, roads, parking areas, fences and gates;
 - c. do all things necessary for the enforcement of the bylaws and any rules and regulations made for the common good by the strata corporation under sub-section 13.a. above.

POWERS AND DUTIES OF THE STRATA COUNCIL

General

15. The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given, at a general meeting, be exercised and performed by the strata council of the strata corporation.

Council Size

16. The strata council shall consist of a minimum of five council members and a maximum of seven council members, to serve for a two-year term, with either two, three or four members being elected in alternate years,

Council Composition

17.
 - a. The strata council shall be elected by and from the owners and such tenants as are so qualified under the provisions of the Act.
 - b. In addition, and as provided for by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a qualified tenant may be a member of the strata council provided that such person is;
 - (1) a spouse (including a common-law spouse) of an owner; or

- (2) a professional advisor of an owner.
- c. Where a strata lot is owned by more than one person, only one joint owner shall be a member of the strata council at any one time.

Council Members' Terms

18. a. The term of office of a strata council member ends at the conclusion of the annual general meeting at which the replacement strata council members are elected.
- b. A person whose term of office has expired is not eligible for re-election for a period of one calendar year; unless no other candidate comes forward at the annual general meeting.

Removing a Council Member

19. a. The strata corporation may, by a majority vote passed at an annual or special general meeting, remove one or more strata council members.
- b. After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the said council member for the remainder of his or her term.
- c. No person shall stand for the strata council or continue to be a member of the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the provisions of the Act.

Replacing a Council Member

20. a. If a strata council member resigns or is unwilling or unable to act for a period of two months or more, the remaining members may appoint a replacement strata council member for the remainder of the aforesaid member's term.
- b. A replacement strata council member will be appointed from among all persons eligible to sit on the strata council.
- c. the strata council member may appoint a replacement strata council member under the provisions of this paragraph even if the absence of the member being replaced leaves the strata council without a quorum.
- d. In the event that all members of the strata council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 25% of the votes of the strata corporation may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, Regulation and the bylaws respecting the calling and holding of general meetings.

Officers

21. a. At the first meeting of the strata council held after each annual general meeting, the strata council must elect from among its members a president; a vice president; a secretary and a treasurer.
- b. A person may hold more than one office at a time, other than the offices of president and vice president.
- c. The vice president has the powers and duties of the president:

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

- d. If an officer other than the president is unable or unwilling 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 his or her term.
- e. In the absence of both the president and vice president, the members present shall from among themselves appoint a president for that meeting who shall have all the powers and duties of the president whilst so acting.

Calling a Council Meeting

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

Quorum of Council

- 23. a. A quorum of the strata council is three, if the council consists of five or six members, and four, if the council consists of seven members.
- b. Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

Voting at Council Meetings

- 24. a. At strata council meetings, decisions must be made by a majority vote of the strata council members present in person at the meeting.
- b. If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding, vote.
- c. The results of all votes taken at a strata council meeting must be recorded in the minutes of that meeting.

Meeting by Electronic Means

25. a. At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- b. If the strata council meeting is held by electronic means, strata council members are deemed to be present in person.

Attendance at Council Meetings

26. a. Any owner may attend council meetings, as an observer, up to the limit of space available.
- b. Despite sub-section a. above, no observers may attend those portions of strata council meetings that deal with any of the following:
- (1) bylaw contravention hearings under section 135 of the Act;
 - (2) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (3) any other matters, if the presence of observers would in the opinion of the strata council, unreasonably interfere with an individual's privacy.
- c. To allow owners to address the strata council on matters which do not require a formal hearing, as in paragraph 27 below, the strata council may, from time to time, hold open sessions during which owners concerns may be given, subject to the restrictions below:
- (1) questions, observations or comments may be given only during the time allocated for this purpose on the agenda;
 - (2) each speaker will be limited to a maximum of ten minutes speaking time;
 - (3) at least one week's notice of matters to be raised must be given to the secretary of the strata council;
 - (4) the strata council will not, at this meeting, give a binding reply to any written or verbal question. However, a written response will be delivered to the person concerned within ten days of the date of the strata council meeting, and may be repeated in the newsletter, if the subject is of general concern;
 - (5) attendees must be prepared to vacate the room where the strata council meeting is being held, if requested to do so under the provisions of sub-section b. above;
 - (6) in cases of unruly behaviour or abusive language, the strata council is empowered to levy fines as is provided for in these bylaws.
- d. The date, time and place of the open session are to be promulgated through the newsletter and/or the bulletin boards at least two weeks before the event.

Requisition of a Council Hearing

27. a. An owner or tenant may request a hearing at a strata council meeting by making an application in writing, stating the reason for the request.

- b. If a hearing is requested under sub-section a. above, the strata council must hold a meeting to hear the applicant within one calendar month of receiving the request.
- c. If the purpose of the request is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

Council to inform Owners of Minutes

- 28. The strata council must inform owners of the results of all strata council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Responsibilities of Council

- 29. The strata council shall keep or cause to be kept in one location or in the possession of one person, the following documents, which shall be made available on request to an owner or a person bearing written authority to act on his or her behalf:
 - a. a copy of the Strata Property Act and Regulation;
 - b. a copy of changes to the bylaws, and any rules or regulations presently in force;
 - c. a copy of special and unanimous resolutions;
 - d. a copy of all the legal agreements to which the strata corporation is a party, including management contracts; insurance policies; insurance trustee agreements; deeds; agreements for sale, leases; easements and rights of way;
 - e. a register of members of the strata council, to include their addresses and telephone numbers, together with fax numbers and e-mail addresses if applicable;
 - f. a register of the strata lot owners, setting out the strata lot number; the name of the owner; the unit entitlement; the name and address of any mortgagee who has notified the strata corporation; the name of any tenant or lessee and a notation of any assignment by an owner to a lessee;
 - g. a copy of the annual budget for each year; and
 - h. a copy of the minutes of all annual and special general meetings, together with the minutes of all strata council meetings.
- 30. In addition, the strata council shall:
 - a. record minutes of its proceedings;
 - b. record or cause to be recorded minutes of annual and special general meetings;
 - c. maintain or cause to be maintained proper books of account in respect of all monies received and expended by it: including the matters in respect of which receipt and expenditure of such monies took place;
 - d. prepare or cause to be prepared proper accounts relating to all the financial transactions of the strata corporation during the fiscal year for distribution to all owners at the annual general meeting;

- e. on application by an owner or mortgagee, or any person so authorized in writing by him or her, make the books of account available for inspection at all reasonable times, or cause such books to be made available at a reasonable time agreeable to the holder.

Spending Restrictions

31. a. In accordance with the provisions of the Act, the monetary limitation upon the strata council for expenditure not authorized in the budget, other than in cases of emergency, is set at not more than \$2000.00 in any one fiscal year.
- b. A person may not spend the strata corporation's money unless the person has been delegated the power to do so under sub-sections 32.b. and c. below.
- c. Notwithstanding sub-sections a. and b. above, a strata council member may spend the corporation's money to repair or replace common property or common assets, if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Delegation of Council's Powers and Duties

32. a. Subject to sub-sections b. and c. below, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the council, and may, at any time, revoke the delegation.
- b. The strata council may delegate its spending powers or duties, but only by a resolution that:
- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates the general authority to make expenditures in accordance with sub-section c.
- c. A delegation of a general authority to make expenditures must:
- (1) set a maximum amount that may be spent; and
 - (2) indicate the purpose for which, or the conditions under which, money may be spent.
33. The strata council may not delegate its powers to determine, based on the facts of each particular case:
- a. whether a person has contravened a bylaw, rule or regulation; or
 - b. whether a person should be fined, and, if so, the amount of the fine.
34. The strata council may employ, for and on behalf of the strata corporation, agents; contractors and employees as it thinks proper for the control, management and administration of the common property and other assets of the strata corporation.

Limitations on Liability of a Council Member

35. a. A strata 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 strata council.
- b. Sub-section 35.a. above does not affect a strata council member's liability, as an owner, for any judgment against the strata corporation.
- c. All acts done in good faith by the strata council are, notwithstanding that it was afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

Responsibilities

36. a. An owner, tenant, occupant or visitor shall comply strictly with these bylaws, and with such rules and regulations as may be promulgated from time to time in accordance with sub-section 13.a. above.
- b. An infraction or violation of these bylaws or any rules or regulations duly established by the corporation on the part of an owner, his employees; agents; tenants or visitors may be corrected, remedied or cured as set out in paragraphs 37 to 41 below.

Fines

37. The strata council can fine an owner, tenant or occupant a maximum of:
- a. \$50.00 (fifty) for each contravention of a rule or regulation
- b. \$200.00 (two hundred) for each contravention of a bylaw; and
- c. \$500.00 (five hundred) for each contravention of a rental bylaw.
38. If an activity, or lack of activity, that constitutes a contravention of a bylaw, a rule or a regulation continues for longer than seven days, a fine can be imposed every seven days so long as the contravention continues.

Penalties for Late Payment

39. a. If an owner is late in paying his or her strata fees, 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 that the payment was due and continuing until the last day of the month in which it is paid.
- b. Each owner and tenant is responsible for paying, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay money so owing within fifteen days after such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further fifteen days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

Payment of Fines and Penalties

40. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation either to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established by the strata corporation pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, 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 of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against separate component.

Discretion Granted to Council

41. a. The strata council must respond to a written complaint reporting an infraction or violation of a bylaw, rule or regulation, and shall in every case inform, in writing, the owner, tenant or occupant concerned of the breach of a bylaw, rule or regulation and of the liability of a fine should the act or omission which caused the breach continue.
- b. If, after a reasonable time for compliance, the owner, tenant or occupant concerned is still in contravention or breach of a bylaw, rule or regulation the strata council shall in writing, inform such owner tenant or occupant of its decision to impose a fine and the amount of that fine. However, the strata council has sole discretion to take into account the circumstances of each case, and may impose any amount below the permitted maximum that it considers justified.

ANNUAL AND SPECIAL GENERAL MEETINGS

Calling of Meetings

42. a. Annual general meetings shall be held once each year, and in any event not more than thirteen months shall elapse between one annual general meeting and the next.
- b. General meetings other than annual general meetings shall be termed special general meetings.
- c. The strata council may, whenever it considers proper and shall on requisition in writing by owners or mortgagees holding at least 25% of the strata corporation's votes, within twenty one days of the requisition; convene a special general meeting, stating the reason(s) for the meeting and limiting business to the items specified in the agenda.

- d. Notice of a general meeting shall be dispatched to all owners, tenants and first mortgages who have notified their interests to the strata corporation twenty days before the date on which the meeting is due to take place. The notice is to give the date, place, and hour of that meeting and detailing the business that is to be conducted, including all the resolutions that it is intended to lay before the meeting.
- e. Accidental omission to give notice to an owner, tenant or first mortgagee or failure to receive a notice duly dispatched to an owner, tenant or first mortgagee shall not invalidate the proceedings of the meeting.

Procedures

- 43.
 - a. At each annual general meeting all business, other than the election of council members and the approval of the budget for the coming year, shall be deemed to be 'special' and shall require approval by way of special resolution and a 'three-quarter' vote as defined by the Act.
 - b. At a special general meeting, all resolutions will be 'special'.
 - c. Business shall not be transacted at a general meeting unless a quorum is present at the time the meeting is called to order.
 - d. One third of all persons being entitled to vote being present in person or as represented by proxy shall constitute a quorum.
 - e. If, within one half hour of the time appointed for a general meeting to begin, a quorum is not present, the meeting shall stand adjourned. A date, time and place for the meeting to reconvene must be promulgated to all owners within one week from the date on which the meeting was adjourned.
 - f. If, when the meeting is reconvened, a quorum is not present within one half hour of the time appointed for the meeting, those persons who are entitled to vote who are present either in person or as represented by proxy shall be deemed to constitute a quorum.

Person to Preside at Meetings

- 44.
 - a. The president of the strata council must preside over annual and special general meetings.
 - b. If the president of the strata council is unwilling or unable to act, the vice president of the strata council must preside over the meeting.
 - c. If neither the president nor the vice president of the strata council presides over the meeting, a president must be elected by the eligible voters present in person or as represented by proxy from among those persons entitled to vote who are present at the meeting.

Voting

- 45.
 - a. At an annual or special general meeting, voting cards shall be issued to eligible voters or their proxies.
 - b. 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.
 - c. If a precise count is requested, the president must decide whether it will be by show of voting cards or by roll call or by secret ballot or by some other method.

- d. The outcome of each vote, including the number of votes cast for and against the resolution if a precise count has been requested or is necessary, must be announced by the president at the time of taking and recorded in the minutes of the meeting.
- e. If there is a tie vote at a general meeting, the president; or, if the president is unwilling or unable to vote; the vice president may break the tie by casting a second, deciding, vote.
- f. An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- g. When owners are entitled to successive interests in a strata lot, the owner entitled to the first interest is alone entitled to vote.
- h. A person who is a trustee is entitled to exercise the vote for a strata lot; the person beneficially interested may not vote.
- i. A strata lot held in joint ownership is entitled to a single vote only.
- j. In the case where the joint owners cannot agree on how to cast the vote of that strata lot, such vote will be declared invalid.
- k. Notwithstanding anything in this paragraph above, an election of council members, or any other vote, must be held by secret ballot if such a ballot is requested by any eligible voter.

Proxies

- 46.
 - a. The instrument appointing a proxy shall be drawn up in the format required by the Act, and to be considered valid must be signed by the owner or by his or her attorney.
 - b. The completion of the proxy form may be general, or it may be limited to a particular meeting or a particular resolution: it may also include instructions not to vote.
 - c. The proxy form may be held by any person nominated by the owner.
 - d. Notwithstanding the provisions above, where an owner's interest is subject to a registered mortgage, and where the mortgage provides that the power of vote conferred on an owner by the Act may be exercised by the mortgagee, and where that mortgagee has given written notice of his or her mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll, and he or she, rather than the owner shall be issued a voting card.

Participation by Other than Eligible Voters

- 47.
 - a. Tenants and occupants may attend annual and special general meetings, whether or not they are entitled to vote. It should be noted that, under the provisions of the Act, certain tenants are eligible to vote at general meetings: such tenants should make themselves known to the strata corporation.
 - b. Persons, who are not eligible to vote, including tenants and occupants, may participate in the discussion at general meetings, but only if they are invited to do so by the president.

- c. Persons, who are not eligible to vote, including tenants and occupants, must leave a general meeting if they are requested to do so by a resolution passed by a majority vote of the meeting.

Order of Business

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

Prohibitions

49. a. If a special resolution is passed by persons holding less than 50% of the votes of the strata corporation, the strata council may not implement this resolution until a calendar week has elapsed, and if during this time owners holding 25% of the strata corporation's votes request in writing, that the resolution be re-examined, then a special general meeting must be convened for this purpose.
- b. If at any meeting a member of the strata council should find him or herself in a position of a conflict of interest, he or she must not only declare this fact, but must also leave the room or other place of meeting whilst the item that has given rise to the conflict is under discussion.

Notice

50. a. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be considered to be well and sufficiently given if:
- (1) it is mailed to the owner at the address of his or her strata lot; or

- (2) it is mailed to the address designated by the owner in accordance with sub-section 5.a. above;
 - (3) it is left with the owner or some other adult person at his or her strata lot.
- b. A notice given by post shall be deemed to have been delivered forty-eight hours after it has been posted.
 - c. An owner may, at any time in writing, advise the strata corporation of a change of address to which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the purpose of giving of notice.

COMMON EXPENSES

- 51.
 - a. Common expenses shall be allocated to all strata lots, and shall be borne by all owners in proportion to the Unit Entitlement of their respective strata lots.
 - b. When parts of the common property have been designated as limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been so designated shall be borne by the owner(s) of the strata lot(s) entitled to use the limited common property in proportion to the Unit Entitlement of the strata lot(s).
 - c. At each annual general meeting, the strata corporation shall prepare a budget for the following twelve-month period and, after the adoption of this budget, all owners shall pay a monthly assessment in advance calculated to meet the budgeted expenditure in accordance with sub-sections 51.a. and b. above.

INSURANCE

- 52.
 - a. The strata corporation shall at all times maintain insurance on the common property in accordance with section 149 of the Act.
 - b. The strata corporation may, at the discretion of the strata council, obtain and maintain in force Director's Liability Insurance for members of the strata council indemnifying the said members of the strata council against any claim of damages arising as a result of any act taken by the strata council or any member thereof in honesty and good faith in accordance with sub-section 35.a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual budget.
 - c. An owner, tenant or occupant must carry his or her own insurance sufficient to cover all household effects and personal property as well as any and all improvements made to the interior of a strata lot, which will not be covered by the policy held under sub-section 52.a. above.
 - d. An owner shall pay the deductible on the strata corporation's insurance policy whenever a claim is made upon that insurance policy by the owner of a strata lot. However, the strata council may, at their sole discretion, after consideration of the facts and circumstances of each claim, waive the requirement to pay the deductible, and in such cases the insurance deductible shall be paid by the strata corporation.

- e. The strata corporation shall, upon the written request of an owner or mortgagee of a strata lot, at a reasonable time produce to him or her, or to a person authorized in writing by him or her, the insurance policies affected by the strata corporation together with the receipts for the payment of the last premium.
- f. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

VOLUNTARY DISPUTE RESOLUTION

- 53.
 - a. A dispute among owners, tenants, occupants, the strata council or any combination of them, may be referred to a dispute resolution committee by a party to the dispute, if;
 - (1) all parties to the dispute consent; and
 - (2) the dispute involves the Act, the Regulation or the bylaws or rules and regulations.
 - b. A dispute resolution committee shall consist of either:
 - (1) one owner of a strata lot nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties; or
 - (2) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
 - c. The object of the dispute resolution committee is to help the disputing parties to reach a voluntary agreement by making dispassionate and unbiased recommendations to each party concerned.

GENERAL RESTRICTIONS

Buildings

Use of Strata Lots

- 54. An owner, tenant or occupant shall not:
 - a. use his or her strata lot for any purpose which may be injurious to the reputation of the strata corporation;
 - b. undertake or do anything in any strata lot, on the common property or limited common property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;

- c. breach any relevant rule, ordinance, bylaw or regulation of any municipal, provincial or federal regulatory agency with respect to safety;
- d. overload any electrical circuit or undertake any action, or to permit such action to be taken, as would increase the risk of fire or would affect the terms of the strata corporation's fire insurance policy
- e. conduct any business activity of any kind from any strata lot, the common property or limited common property, other than that which can be conducted primarily over telephone or cable lines;
- f. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or the common property or limited common property or do anything which would interfere unreasonably with any other owner, tenant or occupant;
- g. use any musical instrument, amplifier, TV set, sound reproduction equipment or any other device within or about any strata lot, the common property or limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant: and in any case, particular care is to be taken to reduce noise levels to an absolute minimum between the hours of 11.00 p.m. and 7.00 a.m.
- h. give any keys, combination or other means of access to the common property other than to an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Windows

55. An owner, tenant or occupant shall not:
- a. hang any sun drapes or other window coverings which are visible from the exterior of the building except those which are of a neutral, off-white colour;
 - b. cover any window with aluminum foil, paper, plastic or other similar items except for:
 - (1) solar film of a clear, non-reflective material showing no colour when viewed from the outside: i.e., silver, gray, gold, blue and bronze would not be acceptable; and
 - (2) the decorative fans professionally made for semi-circular windows

Balconies, Patios and Courtyards

56. An owner, tenant or occupant shall not:
- a. keep or store on his or her balcony, patio or courtyard material of any kind with the exception of patio furniture, flower pots or planters and barbecues: being always careful not to overload the balcony structure;
 - b. hang any laundry, clothing, bedding or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony, deck, patio or courtyard so that such laundry, clothing or bedding is visible from the exterior of the building;
 - c. feed pigeons, gulls or other birds, humming bird feeders being excepted; rabbits, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property;

- d. sub-section 56.c. above shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- e. paint any exterior doors or balcony or patio walls and railings any colour not approved by the strata council;
- f. make modifications to exterior doors, or make any permanent installation on any balcony, patio, deck or courtyard that is not approved by the strata council;
- g. erect or install patio enclosures of any kind;
- h. install an awning on a balcony without having first obtained the approval of the strata council by submitting a written request, together with a sample of the material to be used and a brochure or picture depicting the completed installation: in any case, such an awning must not overhang the front edge of the balcony.

Signs and Aerials

57. An owner, tenant or occupant shall not:
- a. erect or install on any part of a strata lot any television antenna, radio antenna or any other electronic receiving or transmitting device;
 - b. erect or install anywhere on the common property or limited common property any satellite dish aerial, television antenna, radio antenna or any other electronic receiving or transmitting device;
 - c. erect any sign, advertisement or notice on any strata lot, the common property or limited common property, except for those permitted under 'open house' below.

Garages and Cars

58. An owner, tenant or occupant shall not:
- a. keep his or her garage door open except for the purpose of entering or exiting by his or her motor vehicle(s). However, in conditions of excessive heat, ventilation of the garage space may be obtained by raising the garage door not more than two feet.
 - b. cause excessive noise by the use of a motor vehicle at any time and in particular between the hours of 11.00 p.m. and 7.00 a.m.
 - c. carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of an emergency;
59. An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property and if such cleaning is not properly done, the strata council can order the necessary work to be done, and charge to the owner, tenant or occupant concerned the cost of the work done.

Garbage and Refuse

60. An owner, tenant or occupant shall deposit ordinary household refuse and garbage from his or strata lot in the enclosure provided by the strata corporation for this purpose, where such structures exist, and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata property plan at his or her own expense.
61. An owner, tenant or occupant shall not:
 - a. accumulate any garbage or refuse, or otherwise allow his or her strata lot or the areas adjacent to it become untidy or a hazard to health;
 - b. make use of the storm drains to dispose of oil, paint, pesticides or any other hazardous substance.

Floor Coverings

62. An owner shall not replace any existing floor coverings with a material different from that which already exists without the prior approval of the strata council.
63. An owner who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms, and entry area are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Parking

64.
 - a. Owners, tenants or occupants and visitors shall park their cars and/or motor-cycles and bicycles only in those spaces specifically designated for their use: for owners, tenants or occupants this space is the garage. Notwithstanding the prohibition in this section 64(a), any owners, occupants or tenants residing in units with a single car garage may park a second vehicle in the driveway leading to their single vehicle garage (providing a vehicle is parked in the garage).
 - b. No owner, tenant or occupant shall park or permit to be parked on the common property, limited common property or in the driveways to their own units, any recreational vehicle, motorhome, commercial vehicle, boat or trailer.
 - c. Notwithstanding the prohibitions in sub-section 64.b. above, an owner, tenant or occupant may park a recreational vehicle, motorhome or trailer on the common property for the purposes of loading and unloading, provided always that:
 - (1) the vehicle or trailer concerned does not impede access to any other strata lot; and
 - (2) the vehicle or trailer does not remain parked for a period longer than twenty-four hours.

- d. Visitor parking is marked and is for the use of visitor's and/or tradesmen's vehicles only.
- e. No owner, tenant or occupant shall permit any visitor or guest to park any vehicle in any area designated for visitor parking for more than thirty days in any twelve-month period without the prior approval of the strata council given in writing.
- f. Owners', tenants' and occupants' guests and visitors are permitted to park in front of the strata lot being visited for a period of not more than four hours, provided always that:
 - (1) not more than one vehicle per strata lot is parked in this manner; and
 - (2) access to neighbouring strata lots is not impeded.
- g. There shall be no derelict vehicles parked anywhere on the common property or limited common property. A derelict vehicle shall be defined as:
 - (1) one which is not licensed; or
 - (2) one that is not presently roadworthy; or
 - (3) one that is, in the opinion of the strata council, unsightly.

Garden Planting and Maintenance

- 65. a. Within the specific and reasonable limits listed below; which limitations have the purpose of promoting, developing and maintaining a decorous and harmonious landscaped environment for all to enjoy; owners, tenants or occupants are encouraged to take an interest in the common property immediately adjacent to their homes. This part of the common property is defined as follows:
 - (1) those garden areas on either side of the entrance gate and immediately adjacent to the courtyard wall;
 - (2) those areas between garages, by mutual consent between the two neighbours concerned
 - (3) a three-foot strip outside the patio railings
 - (4) the areas adjacent to the front entrances of the lower units, upon agreement between the owner, tenant or occupant and the strata council.
- b. In the case of sub-section 65.1.(4) above, an owner, tenant or occupant of a strata lot which does not have an enclosed courtyard shall not place planters or other such items or equipment within any part of the common property or any limited common property unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- c. Plantings by individual owners, tenants or occupants on the areas detailed in sub-section 65.a. above, shall be limited to the following:
 - (1) flowering plants or evergreen shrubs
 - (2) annuals and perennials

- d. Vegetables shall not be planted on the common property.
- e. The maximum height of any planting shall be:
 - (1) the level of the top of the wall surrounding the courtyard at the front entrance; and
 - (2) the height of either the lower balcony or patio railings on the northern faces of the buildings
- f. (1) the owner, tenant or occupant who plants in accordance with sub-sections 65.1., b. or c. above, and subsequent occupiers of the building, will be fully responsible for the care and maintenance of these plantings, including weeding, pruning, trimming and watering
 - (2) If these areas are not properly maintained and if, as a result, a complain is lodged in writing, the strata council will serve notice to the owner, tenant or occupant concerned that the plantings are to be tidied up; and if, after having been given two weeks written notice, the plantings have still not been brought up to an acceptable standard, the strata council will instruct the gardening contractor to remove the plants, and will charge the cost of the work to the person concerned.
- g. Owners, tenants or occupants may plant to their own requirements within the courtyard, but shall not:
 - (1) plant any tree or shrub which may grow to such a height as would impeded the view of the water from another strata lot;
 - (2) permit any tree or shrub to interfere in any way with the walls, eaves or drainage system, or other pipes or cables of their own or their neighbours' strata lot(s).
- h. In the event of a written complaint from an owner or an employee of the strata corporation who believes that an owner, tenant or occupant is in contravention of sub-section 65.g. above, the strata council shall instruct, in writing, such owner, tenant or occupant to remedy the problem.
- i. If, after a period of fifteen days, the problem has not been rectified, the strata council may instruct a contractor to carry out the work and all costs of such work will be charged to the owner, tenant or occupant concerned.
- j. Save as permitted under sub-section 65.f. above, no owner, tenant or occupant may lop, trim, prune, fell or top any tree or shrub growing on the common property.
- k. Upon written request, the strata council may order a tree or shrub to be topped or felled if:
 - (1) such action is necessary for reasons of safety, or
 - (2) such tree or shrub is:
 - (a) obstructing the water view from the 'Venetian' style window on the upper floor; and
 - (b) lies within an arc of 50°, measured from the centerline of that window.
- l. In both cases listed in sub-section 65.k. above, the strata council will require an 'on site' inspection before deciding what action to take.

- m. the strata council can not guarantee a water view from the low windows or for the lower units, but any written request from an owner of a lower unit will be considered, taking into account the individual circumstances of each case.

Barbequing

- 66.
- a. There shall be no barbequing anywhere on the common property or any limited common property without the approval of the strata council.
 - b. A barbeque, hibachi or other like cooking device shall not be used on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane or electricity and such propane or electrically powered barbeques, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time.
 - c. Propane gas tanks or containers are not to be stored in garages or any other internal area.
 - d. Care is to be taken in the maintenance of barbeques and other cooking devices so as to minimize odour and smoke.
 - e. If a series of complaints is received by the strata council in relation to the use of a particular barbeque, the strata council shall investigate these complaints and may, at its sole discretion, deny any further barbeque privileges to the owner, tenant or occupant concerned; and should the offence persist thereafter, such owner, tenant or occupant will become liable to a fine as is provided for in these bylaws.

Open House

67. In the event that an owner or his or her agent wishes to hold an 'open house', the following shall apply:
- a. there shall be no 'For Sale' signs posted other than that which may be placed on the signboard at the main entrance to Port Royale. This sign is to be of the size, shape and style approved by the strata council;
 - b. an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or displays on the common property or any limited common property or in or about any strata lot in any manner which may make such signs or other notices visible from the exterior of the strata lot;
 - c. an owner or his or her agent shall be permitted to place 'open house' signs at the main entrance and on the common property for a maximum of four hours at a time, not more than twice in each week.

Waterbeds

- 68.
- a. Waterbeds must be of quality construction, and owners of waterbeds will be held responsible for any damage arising to common property or another strata lot as a result of either spillage or leakage from the waterbed or the overstraining of any structure.
 - b. Owners, tenants or occupants installing a waterbed shall carry the appropriate waterbed insurance coverage and shall, on request, provide a

copy of such an insurance policy to the strata council or to the management company employed by the strata corporation.

Christmas Lights

69.
 - a. Christmas lights, lighted ornaments or other Christmas decorations may be hung or positioned at any time on or after the 1st of December of each year, and must be removed or taken down on or by the 15th of January of the following year.
 - b. All Christmas lights and lighted ornaments must be in good condition and are not to present a potential fire hazard through frayed wiring, short circuits or other electrical faults.
 - c. No Christmas lights, lighted ornaments or other Christmas decorations are to be placed on any part of the roof of any building, nor on any part of the common property, with the exception of those parts of the common property being maintained by owners and tenants under the provision of Bylaw 65.a.

RESIDENCY

70. No owner, tenant or occupant of a strata lot shall permit any person under the age of nineteen years to ordinarily reside in such strata lot, provided that:
 - a. this restriction shall not prevent a person under the age of nineteen years from residing in a strata lot on a periodic basis, provided that such a period or combination of periods is not longer than sixty days in any calendar year; and
 - b. this bylaw is not applicable to those strata lots that are rented in accordance with the provision of the Residential Act.
71. In no case shall a one-bedroom strata lot be occupied by more than two persons; nor a two-bedroom lot be occupied by more than three persons; nor a three-bedroom or more strata lot be occupied by more than four persons. Nevertheless, the strata council may, at its sole discretion, waive the requirements of this bylaw in cases of hardship or need.

RENTAL RESTRICTIONS

Number of Rental Units

72. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions, as laid out below.
73. At any given time up to four strata lots may be leased for terms of not less than one year.

Procedures

74. Before Renting

- a. Any owner wishing to lease or rent his or her strata lot shall apply to the strata council in writing. Upon receipt of any application, the strata

council shall advise the applicant whether any rental vacancies are available.

- b. In approving any rental, the strata council shall consider all applications and shall act in what members consider to be the best interests of the strata corporation as a whole.
- c. The strata council reserves the right to advise all owners of any application in order that other owners may also apply if they so desire.
- d. No owner shall be entitled to priority based on having received permission to rent or lease in the past or on the basis of the date or time of application.
- e. Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.
- f. Any owner living outside the local dialing area wishing to rent or lease his or her strata lot must utilize the services of a professional property management company approved by the strata council.

75. After Entering into a Rental Agreement

- a. The owner shall ensure that the tenant is properly apprised of the bylaws currently in force, and any rules and regulations promulgated by the strata corporation, and will deliver to the management company employed by the strata corporation a properly executed Form 'K' prior to the tenant taking up residence in the strata corporation.
- b. The owner shall also ensure that the tenant is aware that in no case may he or she sub-let or otherwise assign his or her tenancy; and is to ensure that the rental agreement contains a clause to this effect.
- c. The owner shall advise the management company employed by the strata corporation of;
 - (1) the name of the tenant
 - (2) the address and telephone number where the owner may be contacted during his or her absence.
- d. An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

Exceptions

- 76. Notwithstanding Paragraph 72 above, where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given the strata council shall not unreasonably withhold permission for a limited rental.
- 77. These bylaws do not apply to prevent the rental of a strata lot to a member of the "family" of the owner, meaning:
 - a. the spouse of an owner

- b. a parent or child of the owner; or
- c. a parent or child of the spouse of the owner.

Legal Provisions

78. a. For the purpose of the interpretation of these bylaws, the following shall be deemed to be a lease or rental:
- (1) any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to recovery, the substance and effect whereof is intended to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as in herein contained; and
 - (2) any assignment of any existing lease or tenancy agreement or sub-letting of an existing lease.
- b. The strata corporation hereby nominates the strata council as its Attorney of Fact for the purpose of giving notice to any tenant occupying any strata lot who is in contravention of these bylaws.
- c. The strata corporation is entitled to impose a fine of up to \$500.00 (five hundred dollars) as detailed by paragraph 37 above, for a contravention of the rental bylaws, and may impose such fine for a continuing contravention every seven days.
- d. The owner concerned shall be solely responsible for all costs associated with any action taken by the strata council to enforce the provisions of these bylaws, including, without restricting the generality of the foregoing, all legal costs on a solicitor own client basis.

Furnished Rentals

79. a. Nothing in these bylaws shall restrict an individual owner from leasing or renting his or her strata lot for the purpose of a bona fide vacation or a sabbatical, once each calendar year for a period not in excess of six months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation or sabbatical.
- b. Any owner renting or otherwise allowing occupancy of his or her strata lot fully furnished for a period of more than thirty days shall provide the management company employed by the strata corporation with a Form 'K', confirming that their tenant or occupant has received a copy of, and will abide by, these bylaws.

LEGAL ACTION

80. a. The strata corporation may recover from an owner, tenant or occupant by an action for debt in a court of competent jurisdiction money, which the strata corporation is required to expend as a result of an act or omission by such owner, tenant or occupant or his or her employees, agents or visitors.
- b. The strata council may apply for an injunction or a declaratory order to prevent continued breaches of these bylaws and the costs of so doing, including solicitors costs on a solicitor own client basis, shall be the

responsibility of the owner contravening these bylaws or of the owner of the strata lot where the contravention took place.

- c. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, the money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligence or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owners family.

CORPORATE COMMON SEAL

81. The strata corporation shall have a Common Seal, which shall not be used except by the authority of the strata council previously given; and in the presence of the strata council, or at the least two members of it, who shall sign every instrument to which the Common Seal is affixed.

TERMS AND DEFINITIONS

82. The following terms and definitions shall be held to apply throughout these bylaws, wherever they appear:
 - a. **The Act.**
The words 'the Act' shall be taken as referring to the Strata Property Act of the Province of British Columbia brought into effect on the First day of July, Anno Domini 2000.
 - b. **Majority Vote.**
An ordinary resolution shall be passed by a 'majority vote', which shall mean 50% plus one vote of the votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - c. **Three-quarter Vote.**
A special resolution must be passed by a 'three-quarter vote', which shall mean 75% of the effective votes cast at a properly convened general meeting of the strata corporation by all persons entitled to vote under the provisions of the Act or these bylaws, present at the meeting either in person or as represented by proxy.
 - d. **Notice.**
The word 'notice' shall be taken as including any notice, request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot.

SEVERABILITY

83. For the purpose of interpretation of these bylaws, each paragraph and sub-paragraph or sub-section shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs, sub-paragraphs or sub-sections be held by any competent court of jurisdiction or by any arbitrator be deemed to be

unenforceable, then such paragraph, sub-paragraph or sub-section shall be deemed to be severable and the remaining paragraphs, sub-paragraphs or sub-sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

BINDING EFFECT

84. For the purpose of implementation of the bylaws, it is acknowledged and agreed by all owners that the bylaws contained within this document constitute a contract inter se between the owners, and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered to such parties.

The Strata Corporation
The Port Royale Estates
6880 Wallace Drive
Brentwood Bay
British Columbia

This document consists of five introductory pages numbered thus -i-, and thirty pages of text numbered thus -1-. There are no annexes.