

1. Contact

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**Stevenson Luchies & Legh
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File No. MAT19643 / JJH

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1513

THE OWNERS, STRATA PLAN VIS1513

Electronic Signature

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

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869
Date: 2023-01-11
13:56:20 -08:00**

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Ordered by Ron Neal 2023/01/13

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2023/07/13
Document Uploaded and Verified: 2023/01/13

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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS 1513 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 a **Special General Meeting** held on **Thursday, December 22, 2022.**


Signature of Council Member


Signature of Second Council Member

Date: Dec 29, 2022

Supplied to StrataDocs 2023/01/13
Ordered by Ron Neal 2023/07/13

Strata Plan VIS 1513
WATERS EDGE VILLAGE

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS 1513 THAT THE STRATA CORPORATION REPEAL THE EXISTING AGE RESTRICTION BYLAW, NAMELY BYLAW 29.1 AND REPLACE IT WITH THE FOLLOWING:

29.1 AGE RESTRICTION

29.1.1. No person under the fifty-five (55) years of age may reside in a strata lot.

29.1.2. For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 30 nights in any six-month period in a strata lot.

29.1.3. The Strata Council may require any person who resides in a strata lot to provide satisfactory documentary proof of that person's age, to determine compliance with subsection 29.1.1. A person who fails or refuses to provide satisfactory proof that they comply with subsection 29.1.1 shall be deemed to be underaged.

29.1.4. Subsection 29.1.1 does not apply to any of the following persons:

29.1.4.1. a person who meets all of the following criteria:

29.1.4.1.1. immediately before the bylaw was passed the person resided in the strata lot, and

29.1.4.1.2. by residing in the strata lot, the person was not contravening any bylaw restricting the age of persons who may reside in the strata lot;

29.1.4.1.3. the person continues to reside in the strata lot after the bylaw is passed;

29.1.4.2. a caregiver who resides in the strata lot for the purpose of providing care to another person who

29.1.4.2.1. resides in the strata lot, and

29.1.4.2.2. is dependent on caregivers for continuing assistance or direction because of disability, illness or frailty.

RESOLUTION #2 – Short Term Rental Ban

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS 1513 THAT THE STRATA CORPORATION REPEAL BYLAW 3.2.10 and ADOPT THE FOLLOWING BYLAWS:

30. Prohibition Against Use of Strata Lot as A Short-Term Rental.

30.1. For the purposes of this bylaw “short term rental” means:

30.1.1. the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 60 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;

30.1.2. and includes situations involving any of the uses set out in subsection 30.1.1 where a license is granted or a rental agreement is entered into for a period of longer than 60 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 60 days; but

30.1.3. does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.

30.2. Owners, occupants and tenants may not:

30.2.1. rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or

30.2.2. market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.

30.3. Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection 30.2.1 of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each night the residential strata lot is used as a short-term rental.

30.4. Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection 30.2.2 of this bylaw, the Strata Corporation may fine the responsible owner or tenant 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 a short-term rental.

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

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

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Supplied to StrataDocs 2023/01/13
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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1513 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 June 27, 2018.

Resolution:

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS1513 THAT the Strata Corporation amend its bylaws by amending Bylaw 3.2.10, under Division 1 – Duties of Owners, Tenants, Occupants and Visitors, Use of Property, Rental/Lease of the Owner’s Home to read as follows (bold and underline text is new):

3.2.10 Rental/Lease of the Owner’s Home:

Rental lease of an owner's home is prohibited, pursuant to the Strata Property Act, provided that nothing shall restrict or prevent an owner from renting his strata lot for the purpose of a bonafide vacation, not in excess of ONE - six (6) months ~~PERIOD~~ in any twelve (12) month period. Consecutive or back to back terms of six (6) months are not permitted. Provided further that the aforesaid strata lot is rented fully furnished, that the Strata Council is notified of the owner’s intention, that a Form "K" is provided to the tenant and that such rental is for the purpose of a bonafide vacation.

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


Signature of Council Member


Signature of Second Council Member

Date: Aug 23, 2018

**STRATA PLAN VIS 1513
WATERS EDGE VILLAGE BYLAWS**

Bylaws Index

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Severability

STRATA PLAN VIS 1513 BYLAWS
Bylaws listed below replace all previously registered Bylaws and
the Standard Bylaws of the Strata Property Act a/o June 15, 2016

Definitions as stated below and in the Strata Property Act, shall be used as reference for interpretations of the bylaws here in presented.

Guest/Visitor – Person(s) domiciled within the development for a period of 60 days or less

Rental/Tenant – The occupations of a unit by a person(s) during the absence of the owner for a period of 30 days or more

Major Repairs – Anything other than regular maintenance

The Act – The Strata Property Act of B.C. and any amendments thereto

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

1 Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 A fine of **TWENTY-FIVE (\$25.00) DOLLARS** may be assessed each month against an owner, who is more than **SEVEN (7) DAYS** in arrears, such fine to be added to and form part of the next month's assessment and be collectable in like manner.

2 Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, including, without restricting the generality of the foregoing, the following:
 - 2.1.1 all improvements, changes and or additions to the original exterior or internal structure made by an owner of the strata lot, patios and sunrooms;
 - 2.1.2 all chimney flues, wires, pipes, chutes, ducts **that are entirely within a strata unit, and not connected to other units.**
 - 2.1.3 doors and windows forming the exterior of the strata lot and skylights and sunrooms added by the owner.
 - 2.1.4 areas of limited common property being used by a single strata lot and common property designated for the exclusive use of a strata lot.
 - 2.1.5 any owner of a strata lot that causes water damage to their own, or any other strata lot or to the common property or limited common property, due to negligence or leakage from a hot water tank after the warranty has expired, will be held responsible for the payment of the insurance deductible and/or any cleanup and repair costs if a claim is not fully covered and/or reimbursed by the strata corporation's insurance policy.
 - 2.1.6 Owners must regularly clean the surface of the patio or balcony of their strata lot during the year, and keep balcony drains clear of debris to prevent flooding. If failure to do so causes damage to the balcony, the owner could then be held financially responsible for repairs. Owners must regularly clean all windows of their strata lot.

3 Use of property

- 3-1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- 3.1.1 causes a nuisance or hazard to another person,
 - 3.1.2 causes unreasonable noise (and in all cases, sound normally emitted by radios, televisions, stereos and **other electronic and computer equipment** must be at a reasonable level).
 - 3.1.3 unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - 3.1.4 is illegal,
 - 3.1.5 or 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.
- 3-2 An owner, tenant, occupant or visitor must not:
- 3.2.1 cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act. Owners are responsible for any damages caused by their actions or by the actions of their guests, tenants, occupants, or visitors, and damages caused by a lack of due care and attention.
 - 3.2.2 permit anything to be done in or about any strata lot or the common property, which will increase the risk of fire or affect the rate of fire or other insurance premiums or otherwise violate or void any policy of insurance held by the Strata Corporation.
 - 3.2.3 erect clotheslines, aerial wires, satellite dishes or T.V. antennae on or about a strata lot or common property without the written consent of the Strata Corporation.
 - 3.2.3.1 install any window coverings, visible from Common Property or Limited Common Property, which are not a neutral colour such as light beige, white or off-white. All windows shall be covered with drapes, blinds, curtains, verticals, Venetians, or sheers using only materials intended for window covering purposes.
 - 3.2.3.2 erect or display signs or any advertising matter within the boundaries of the strata development;
 - 3.2.4 erect or display signs or any advertising matter within the boundaries of the strata development,
 - 3.2.5 permit a strata lot or any improvement thereto, including the home, any ancillary structure, lawn or garden, or any object stored thereon, to be or to become unsightly or unsanitary or unattractive in the opinion of and according to the standards of the Strata Corporation. The Corporation shall be at liberty to remove any rubbish, or clean up an owner's premises, and charge these expenses to the owner;

- 3.2.6 permit or allow any infringement of the rights and privileges of strata lot owners, and shall be responsible for the conduct of any other member of his or her household or guest;
- 3.2.7 keep or permit to be kept any animals, fowl or pets other than two small dogs (having a ground to shoulder height not greater than fourteen inches) or two cats, or caged birds (except pigeons) or any other pet approved by the Strata Council, provided always however, that when upon the common property all pets are to be kept on a leash and under supervision of a responsible person. The owner of a pet shall be responsible to clean up after his/her pet
 - 3.2.7.1 If the Strata Council, on reasonable grounds, considers a permitted pet to be a nuisance, such pet shall not be kept within the home following fifteen (15) days notice in writing to that effect given to the owner of the home where it is kept.
 - 3.2.7.2 notwithstanding the terms and conditions of these bylaws, the restrictions set out herein shall not apply to any seeing-eye' dog 'hearing-aid' dog, or assistance animal required by any owner, tenant or occupant.
 - 3.2.7.3 the restrictions set out in this bylaw shall apply equally to pets of any visitors or guests of an owner, and all owners shall be liable for any penalties imposed for violations of the terms and conditions of this bylaw by any visitor or guest to his Strata Lot.
- 3.2.8 feed or in **any way** attract wildlife or birds other than by setting up a liquid-filled humming bird feeder;
- 3.2.9 keep or permit to be kept on any strata lot or common property;
 - 3.2.9.1 more than two vehicles
 - 3.2.9.2 any recreational vehicle, camperized vehicle, motorhome, van, camper, truck-mounted camper, or truck that exceeds any of the following:
 - Height 8' Length 18'6" Width 6'9"except for the purpose of loading or unloading or when residents are entertaining visitors, in which case recreation vehicles may park a parking spot assigned to the strata lot, or in the case of visitors only, in visitor parking for 24 hours in any one-week period.
 - 3.2.9.3 boats, trailers (unless kept within the confines of a garage).
 - 3.2.9.5 permit major repairs to motor vehicles or other mechanical equipment while parked outdoors.

3.2.10 Rental/Lease of the Owner's Home:

Rental lease of an owner's home is prohibited, pursuant to the Strata Property Act, provided that nothing shall restrict or prevent a resident owner from renting his strata lot for the purpose of a bonafide vacation, not in excess of ONE six (6) months period in any twelve (12) month period. Consecutive or back to back terms of six (6) months are not permitted. Provided further that the aforesaid strata lot is rented fully furnished, that the Strata Council is notified of the owner's intention, that a Form "K" is provided to the tenant and that such rental is for the purpose of a bonafide vacation.

- 3.2.11 affix anything to the common property fencing, including but not limited to: planters, flowerpots, trellises, pipes, thermometers, hose holders, or decorative ornaments.
- 3.2.12 hang clothing, bedding, awnings or outside window coverings of any kind from a balcony, patio, window or door **in such a manner that they are** visible from the exterior of the strata unit. Use of window film must be approved by the strata corporation, and where used, if it becomes unsightly to the exterior of the building through peeling or general deterioration must be removed, or replaced.
- 3.2.13 dispose of garbage and refuse except in the bins supplied by the strata corporation. They shall also follow all rules relating to recycling of glass, plastic and cardboard. If they wish to dispose of anything that is too large for the strata corporation bin, such as old furniture, then it shall be their sole responsibility to ensure that these items are removed from the common property at their expense
- 3.2.14 **have or display** Christmas decorations on their garage, unit, patio, balcony except during the months of November, December and January only,
- 3.2.15 remove carpeting/linoleum/underlay in upper level units unless replaced with the same or better quality and, in no case, shall hardwood or laminate flooring be installed in upper level units.

3.2.16 PARKING:

- 3.2.16.1 The strata corporation may, to the extent permitted by the Strata Property Act, enter into an agreement with an owner to grant of exclusive use of a portion of common property for parking for the owner for a period of up to one year and may provide in such agreement that the agreement renews automatically for successive annual periods, subject always to the right of the strata corporation to terminate the agreement on reasonable notice to the owner. In entering into such an agreement the strata corporation will endeavor, to the best of its ability, to maintain the distribution of parking spaces as it existed at the date this bylaw was passed.
- 3.2.16.2 No person other than a resident may occupy any of the parking areas of the strata corporation except a parking area specifically designated by the strata corporation for visitors, and no person has any right to assign, transfer or in any way grant a non-resident a right to use any parking area. The only exception to this is that an occupant of a strata lot may

permit a guest to the strata lot to occupy that parking spot assigned to the strata lot while the guest is visiting at the strata corporation.

- 3.2.16.3 Only motorized, licensed and insured, operational vehicles are allowed to be parked on the Strata property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) within 10 days or insurance expiry or the vehicle will be towed away at the owner's expense without notice. No motor vehicle may be "stored" for more than six (6) months in any calendar year.

3.2.17 INSURANCE

The corporation insures all original structures, fixtures and fittings within the corporation to replacement value. Owners are advised to ensure they obtain the necessary insurance coverage for contents, third party liability and any improvements and additions to the original structure, fittings and fixtures.

Improvements include the addition of sunrooms, additional skylights and additional rooms added. Owners are also responsible for the payment of any deductible under their own policy of insurance.

3.3 Owners obligations to Repair, Maintain and Insure Existing Alterations

- 3.3.1 An owner is responsible for and must repair and maintain any improvements, alterations, or additions made to their strata lot of adjoining common property, or limited common property, which they have the benefit of, and which were made by them or a previous owner.
- 3.3.2 The Strata Corporation is not obligated to maintain, repair, or replace any improvements, alterations or additions made by an owner or former owner to a strata lot, their limited common property, or the common property and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit for such improvement.
- 3.3.3 Owners are responsible for any damage arising out of any Alteration or addition to the strata lot, the limited common property of the common property installed by that owner or a prior owner of that Strata Lot.
- 3.3.4 An owner shall obtain and maintain an insurance policy to cover any improvements, alterations, or additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, and which were made by them or a previous owner.

4. Inform Strata Corporation

- 4.1.1 An owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.1.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- 4.1.3 An owner must in the interest of providing greater security, provide the Strata Council (in writing) in their forwarding address if they are to be absent from the Strata Corporation on an extended vacation, and the

name, address and telephone number of at least one personal representative to Contact in case of emergency.

5. Alterations and additions

- 5.1 An owners must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - 5.1.1 the structure of a building
 - 5.1.2 the exterior of a building
 - 5.1.3 chimneys, stairs, balconies, or other things attached to the exterior of a building:
 - 5.1.4 doors, windows or skylights on the exterior of a building of that front on the common property
 - 5.1.5 fences, railing or similar structures that enclose a patio, balcony or yard
 - 5.1.6 common property located within the boundaries of a strata lot
 - 5.1.7 those parts of the strata lot which the strata corporation must insure under section 149 of the Act
- 5.2 The strata corporation must not unreasonable withhold its approval under section 5-1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration
- 5.3 The owner is responsible for the costs of all engineering consultation and reports, building permits and any and all other costs respecting any proposed changes and must provide copies of all such reports and permits to the strata council, along with a completed K Form, available from the Management Company.
- 5.4 If such improvement involves construction of new patio, an owner must keep all construction 2 feet from the fence, and agree to any and all costs incurred from damage to brick or stonework during maintenance or rebuilding of common property such as fences.

6. Entry to strata lot

An owner, tenant, occupant or visitor must allow a person authorized by Strata Corporation to enter the strata lot:

- 6.1 in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- 6.2 to inspect, repair or maintain common property, common assets and any portion of a strata lot that are the responsibility of the Strata Corporation, to repair and maintain under these bylaws or insure under section 149 of the Act or to ensure compliance with the Act and the bylaws (48 hours written notice of such action is required)
- 6.3 the notice referred to in sub-section (7-1.2) must include the date and approximate time of entry, and the reason for entry.

7. Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by Strata Corporation;

8.1 The Strata Corporation must repair and maintain all of the following;

8.1.1 common assets of the Strata Corporation;

8-1.2 common property that has not been designated as limited common property or for the exclusive use of a strata lot or lots

8.1.3 the exterior or interior structure of a building excluding:

8-1.3.1 all improvements, changes and or additions to the original exterior or internal structure made by an owner of the strata lot, patios and sunrooms;

8-1.3.2 all chimney flues, wires, pipes, chutes, ducts, that are entirely within a strata unit, and not connected to other units.

8-1.3.3 doors and windows forming the exterior of the strata lot and skylights added by owners

8-1.3.4 areas of limited common property being used by a single strata lot and common property designated for the exclusive use of a strata lot.

9. Division 3 – Council size

9.1 The council must have at least 5 and not more than 7 members.

10. Council members' terms

10.1 The council must have at least 5 and not more than 7 members.

10.2 A person whose term as council member is ending is eligible for re-election.

11. Removing Council Member

11.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

11.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing Council Member

12.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining member of the council may appoint a replacement council member for the remainder of the term.

12.2 A replacement council member may be appointed from any person eligible to sit on the council.

12.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

- 12.4 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council. Such meeting must comply with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

- 13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 The vice president has the powers and duties of the president
 - 13.3.1 while the president is absent or is unwilling or unable to act, or;
 - 13.3.2 for the remainder of the president's term if the president ceases to hold office
 - 13.4.1 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

- 14.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.2 The notice does not have to be in writing.
- 14.3 A council meeting may be held on less than one week's notice if
 - 14.3.1 all council members consent in advance of the meeting, or
 - 14.3.2 the meeting is required to deal with an emergency situation, and all council members either consent in advance of the meeting, or if a member is unavailable, to provide consent after a reasonable attempt to contact them.
 - 14.3.3 the council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of Council hearing

- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2 If a hearing is requested under subsection (15-1), the council must hold a meeting to hear the applicant within one month of the request.
- 15.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council

- 16.1 A quorum of the council is;
 - 16.1.1 2, if the council consists of 2, 3, or 4 members,
 - 16.1.2 3, if the council consists of 5 or 6 members, and
 - 16.1.3 4, if the council consists of 7 members.
- 16-2 Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council Meetings

- 17.1 Owners may attend council meetings as observers.
- 17.2 Despite subsection (17-1), no observers may attend those portions of Council meetings that deal with any of the following:
 - 17.2.1 bylaw contravention hearings under section 135 of the Act;
 - 17.2.2 rental restriction bylaw exemption hearings under section 144 of the Act;
 - 17.2.3 any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy
 - 17.2.4 At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- 17.3 If a Council meeting is held by electronic means, Council members are deemed to be present in person.

18. Voting at Council Meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to inform owners of minutes

- 19.1 The Council must inform owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of Council's power and duties

- 20.1 Subject to subsections (20-2) to (20-4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 20.2 The council may delegate its spending powers or duties by a resolution that.
- 20.2.1 delegates the authority to make an expenditure of a specific amount of a specific purpose, or
- 20.2.2 delegates the general authority to make expenditures in accordance with subsection 20-3,
- 20.3 A delegation of a general authority to make expenditures must
- 20.3.1 set a maximum amount that may be spent, and
- 20.3.2 indicate the purposes for which, or the conditions under which, the money may be spend.
- 20.4 The council may not delegate its power to determine, based on the facts of a particular case,
- 20.4.1 whether a person has contravened a bylaw or rule,
- 20.4.2 whether a person should be fined, and the amount of the fine, or
- 20.4.3 whether a person should be denied access to a recreational facility.

21. Spending restrictions

- 21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 21.2.1 Despite subsection (21-1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of Council Member

- 22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 22.2 Subsection (22-1) does not affect a council member's liability, as an owner, for judgement against the strata corporation.

23. Division 4 – Enforcement of Bylaws and Rules

- 23.1 Maximum fine: The Strata Corporation may fine an owner or tenant a maximum of;
 - 23.1.1 \$200.00 for each contravention of a bylaw,
 - 23.1.2 \$50.00 for each contravention of a rule.
- 23.2 Fines levied shall be added to and become part of the monthly assessment of the unit and shall be due and payable to the corporation on the first day of the following month.
- 23.3 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues without interruption for longer than 7 days a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

24. Person to chair meeting:

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

25. Participation by other than eligible votes

- 25.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 25.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - 25.2.1 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

26. Voting

- 26.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 26.2 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.
- 26.3 If a precise count is requested, the chair must decide whether it will be show of voting cards or by roll call, secret ballot or some other method.
- 26.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- 26.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 26.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- 26.7 No owners may vote at an annual or special general meeting except in cases of an unanimous vote where the strata corporation is entitled to file a lien on his/her strata lot under the Strata Property Act, Section 116 for non-payment of assessments of a special levy.
- 26.8 Small Claims Actions; pursuant to Section 171 (4) of the Strata Property Act, the strata council may start and proceed with a small claims action against an owner to collect money without the necessity of first obtaining the consent of the owners by a 3/4 vote.

27. Order of business

- 27.1 The order of business at annual and special general meeting follows:
 - 27.1.1 certify proxies and corporate representatives and issue voting cards;
 - 27.1.2 determine that there is a quorum;
 - 27.1.3 elect a person to chair the meeting, if necessary;
 - 27.1.4 present to the meeting proof of notice of meeting or waiver of notice;
 - 27.1.5 approve minutes from the last annual general or special general meeting;
 - 27.1.6 deal with unfinished business;
 - 27.1.7 receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting in an annual general meeting;
 - 27.1.8 ratify any new rules made by the strata corporation under section 125 of the Act;
 - 27.1.9 report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - 27.1.10 approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - 27.1.11 deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - 27.1.12 elect a council, if the meeting is an annual general meeting;
 - 27.1.13 terminate the meeting

Division 6 – Voluntary Dispute Resolution

28. Voluntary dispute resolution

- 28.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- 28.1.1 all the parties to the dispute consent, and
 - 28.1.2 the dispute involves the Act, the regulations, the bylaws or the rules.
- 28.2 A dispute resolution committee consists of
- one owner or tenant of the strata corporation nomination by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - 28.2.1 any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
 - 28.2.2 the dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

29. Division 7 – Lifestyle

- 29.1 The owners of Strata Plan 1513 consider “Water’s Edge Village, Phase One” to be an adult lifestyle development. **To maintain the age qualification established for the Strata Corporation, which is forty-five (45) years of age or older**, no owner shall allow or permit persons under the age of forty-five (45) years to be permanent residents or occupiers of a Strata Lot
- 29.2 Each Strata Lot shall be limited to a total of not more than **three occupants**.

SEVERABILITY

For the purposes of interpretation of these bylaws and any amendments thereto, each section, subsection and part of the bylaws shall be deemed to be a separate bylaw. Should any section, subsection or part of the bylaws be held to be unenforceable or to be vague or uncertain by an Arbitrator or Court of Competent Jurisdiction, then such section, subsection or part shall be deemed to be severable from the remaining sections, subsections and parts.

All the remaining sections, subsections and parts shall be given the broadest interpretation possible and shall remain in force and effect notwithstanding such finding or declaration.

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther IWXEF7	c=CA, cn=Marnie Gunther IWXEF7, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=IWXEF7
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1. CONTACT: (Name, address, phone number)
PROLINE MANAGEMENT LTD.

201 - 20 Burnside Road West
Victoria

BC V9A 1B3

Telephone: 250-754-6440

cc

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
Form-I Amendment to Bylaws LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
NO PID NMBR THE OWNERS, STRATA PLAN VIS1513

Related Plan Number: **VIS1513**

Supplied to StrataDocs 2023/01/13
Ordered by Ron Neal 2023/07/13

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2023/07/13
Document Uploaded and Verified: 2023/01/13

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1513 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 June 27, 2018.

Resolution:

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS1513 THAT the Strata Corporation amend its bylaws by amending Bylaw 3.2.10, under Division 1 – Duties of Owners, Tenants, Occupants and Visitors, Use of Property, Rental/Lease of the Owner’s Home to read as follows (bold and underline text is new):

3.2.10 Rental/Lease of the Owner’s Home:

Rental lease of an owner's home is prohibited, pursuant to the Strata Property Act, provided that nothing shall restrict or prevent an owner from renting his strata lot for the purpose of a bonafide vacation, not in excess of ONE - six (6) months ~~PERIOD~~ in any twelve (12) month period. Consecutive or back to back terms of six (6) months are not permitted. Provided further that the aforesaid strata lot is rented fully furnished, that the Strata Council is notified of the owner’s intention, that a Form "K" is provided to the tenant and that such rental is for the purpose of a bonafide vacation.

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


Signature of Council Member


Signature of Second Council Member

Date: Aug 23, 2018

**STRATA PLAN VIS 1513
WATERS EDGE VILLAGE BYLAWS**

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 - 24.1. Person to chair meeting
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27. Order of business
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29. Lifestyle

Severability

STRATA PLAN VIS 1513 BYLAWS

Bylaws listed below replace all previously registered Bylaws and the Standard Bylaws of the Strata Property Act a/o June 15, 2016

Definitions as stated below and in the Strata Property Act, shall be used as reference for interpretations of the bylaws here in presented.

Guest/Visitor – Person(s) domiciled within the development for a period of 60 days or less

Rental/Tenant – The occupations of a unit by a person(s) during the absence of the owner for a period of 30 days or more

Major Repairs – Anything other than regular maintenance

The Act – The Strata Property Act of B.C. and any amendments thereto

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

1 Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 A fine of **TWENTY-FIVE (\$25.00) DOLLARS** may be assessed each month against an owner, who is more than **SEVEN (7) DAYS** in arrears, such fine to be added to and form part of the next month's assessment and be collectable in like manner.

2 Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, including, without restricting the generality of the foregoing, the following:
 - 2.1.1 all improvements, changes and or additions to the original exterior or internal structure made by an owner of the strata lot, patios and sunrooms;
 - 2.1.2 all chimney flues, wires, pipes, chutes, ducts **that are entirely within a strata unit, and not connected to other units.**
 - 2.1.3 doors and windows forming the exterior of the strata lot and skylights and sunrooms added by the owner.
 - 2.1.4 areas of limited common property being used by a single strata lot and common property designated for the exclusive use of a strata lot.
 - 2.1.5 any owner of a strata lot that causes water damage to their own, or any other strata lot or to the common property or limited common property, due to negligence or leakage from a hot water tank after the warranty has expired, will be held responsible for the payment of the insurance deductible and/or any cleanup and repair costs if a claim is not fully covered and/or reimbursed by the strata corporation's insurance policy.
 - 2.1.6 Owners must regularly clean the surface of the patio or balcony of their strata lot during the year, and keep balcony drains clear of debris to prevent flooding. If failure to do so causes damage to the balcony, the owner could then be held financially responsible for repairs. Owners must regularly clean all windows of their strata lot.

3 Use of property

- 3-1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- 3.1.1 causes a nuisance or hazard to another person,
 - 3.1.2 causes unreasonable noise (and in all cases, sound normally emitted by radios, televisions, stereos and **other electronic and computer equipment** must be at a reasonable level).
 - 3.1.3 unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - 3.1.4 is illegal,
 - 3.1.5 or 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.
- 3-2 An owner, tenant, occupant or visitor must not:
- 3.2.1 cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act. Owners are responsible for any damages caused by their actions or by the actions of their guests, tenants, occupants, or visitors, and damages caused by a lack of due care and attention.
 - 3.2.2 permit anything to be done in or about any strata lot or the common property, which will increase the risk of fire or affect the rate of fire or other insurance premiums or otherwise violate or void any policy of insurance held by the Strata Corporation.
 - 3.2.3 erect clotheslines, aerial wires, satellite dishes or T.V. antennae on or about a strata lot or common property without the written consent of the Strata Corporation.
 - 3.2.3.1 install any window coverings, visible from Common Property or Limited Common Property, which are not a neutral colour such as light beige, white or off-white. All windows shall be covered with drapes, blinds, curtains, verticals, Venetians, or sheers using only materials intended for window covering purposes.
 - 3.2.3.2 erect or display signs or any advertising matter within the boundaries of the strata development;
 - 3.2.4 erect or display signs or any advertising matter within the boundaries of the strata development,
 - 3.2.5 permit a strata lot or any improvement thereto, including the home, any ancillary structure, lawn or garden, or any object stored thereon, to be or to become unsightly or unsanitary or unattractive in the opinion of and according to the standards of the Strata Corporation. The Corporation shall be at liberty to remove any rubbish, or clean up an owner's premises, and charge these expenses to the owner;

- 3.2.6 permit or allow any infringement of the rights and privileges of strata lot owners, and shall be responsible for the conduct of any other member of his or her household or guest;
- 3.2.7 keep or permit to be kept any animals, fowl or pets other than two small dogs (having a ground to shoulder height not greater than fourteen inches) or two cats, or caged birds (except pigeons) or any other pet approved by the Strata Council, provided always however, that when upon the common property all pets are to be kept on a leash and under supervision of a responsible person. The owner of a pet shall be responsible to clean up after his/her pet
 - 3.2.7.1 If the Strata Council, on reasonable grounds, considers a permitted pet to be a nuisance, such pet shall not be kept within the home following fifteen (15) days notice in writing to that effect given to the owner of the home where it is kept.
 - 3.2.7.2 notwithstanding the terms and conditions of these bylaws, the restrictions set out herein shall not apply to any seeing-eye' dog 'hearing-aid' dog, or assistance animal required by any owner, tenant or occupant.
 - 3.2.7.3 the restrictions set out in this bylaw shall apply equally to pets of any visitors or guests of an owner, and all owners shall be liable for any penalties imposed for violations of the terms and conditions of this bylaw by any visitor or guest to his Strata Lot.
- 3.2.8 feed or in **any way** attract wildlife or birds other than by setting up a liquid-filled humming bird feeder;
- 3.2.9 keep or permit to be kept on any strata lot or common property;
 - 3.2.9.1 more than two vehicles
 - 3.2.9.2 any recreational vehicle, camperized vehicle, motorhome, van, camper, truck-mounted camper, or truck that exceeds any of the following:
 - Height 8' Length 18'6" Width 6'9"except for the purpose of loading or unloading or when residents are entertaining visitors, in which case recreation vehicles may park a parking spot assigned to the strata lot, or in the case of visitors only, in visitor parking for 24 hours in any one-week period.
 - 3.2.9.3 boats, trailers (unless kept within the confines of a garage).
 - 3.2.9.5 permit major repairs to motor vehicles or other mechanical equipment while parked outdoors.

3.2.10 Rental/Lease of the Owner's Home:

Rental lease of an owner's home is prohibited, pursuant to the Strata Property Act, provided that nothing shall restrict or prevent a resident owner from renting his strata lot for the purpose of a bonafide vacation, not in excess of ONE six (6) months period in any twelve (12) month period. Consecutive or back to back terms of six (6) months are not permitted. Provided further that the aforesaid strata lot is rented fully furnished, that the Strata Council is notified of the owner's intention, that a Form "K" is provided to the tenant and that such rental is for the purpose of a bonafide vacation.

- 3.2.11 affix anything to the common property fencing, including but not limited to: planters, flowerpots, trellises, pipes, thermometers, hose holders, or decorative ornaments.
- 3.2.12 hang clothing, bedding, awnings or outside window coverings of any kind from a balcony, patio, window or door **in such a manner that they are** visible from the exterior of the strata unit. Use of window film must be approved by the strata corporation, and where used, if it becomes unsightly to the exterior of the building through peeling or general deterioration must be removed, or replaced.
- 3.2.13 dispose of garbage and refuse except in the bins supplied by the strata corporation. They shall also follow all rules relating to recycling of glass, plastic and cardboard. If they wish to dispose of anything that is too large for the strata corporation bin, such as old furniture, then it shall be their sole responsibility to ensure that these items are removed from the common property at their expense
- 3.2.14 **have or display** Christmas decorations on their garage, unit, patio, balcony except during the months of November, December and January only,
- 3.2.15 remove carpeting/linoleum/underlay in upper level units unless replaced with the same or better quality and, in no case, shall hardwood or laminate flooring be installed in upper level units.

3.2.16 PARKING:

- 3.2.16.1 The strata corporation may, to the extent permitted by the Strata Property Act, enter into an agreement with an owner to grant of exclusive use of a portion of common property for parking for the owner for a period of up to one year and may provide in such agreement that the agreement renews automatically for successive annual periods, subject always to the right of the strata corporation to terminate the agreement on reasonable notice to the owner. In entering into such an agreement the strata corporation will endeavor, to the best of its ability, to maintain the distribution of parking spaces as it existed at the date this bylaw was passed.
- 3.2.16.2 No person other than a resident may occupy any of the parking areas of the strata corporation except a parking area specifically designated by the strata corporation for visitors, and no person has any right to assign, transfer or in any way grant a non-resident a right to use any parking area. The only exception to this is that an occupant of a strata lot may

permit a guest to the strata lot to occupy that parking spot assigned to the strata lot while the guest is visiting at the strata corporation.

- 3.2.16.3 Only motorized, licensed and insured, operational vehicles are allowed to be parked on the Strata property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) within 10 days or insurance expiry or the vehicle will be towed away at the owner's expense without notice. No motor vehicle may be "stored" for more than six (6) months in any calendar year.

3.2.17 INSURANCE

The corporation insures all original structures, fixtures and fittings within the corporation to replacement value. Owners are advised to ensure they obtain the necessary insurance coverage for contents, third party liability and any improvements and additions to the original structure, fittings and fixtures.

Improvements include the addition of sunrooms, additional skylights and additional rooms added. Owners are also responsible for the payment of any deductible under their own policy of insurance.

3.3 Owners obligations to Repair, Maintain and Insure Existing Alterations

- 3.3.1 An owner is responsible for and must repair and maintain any improvements, alterations, or additions made to their strata lot of adjoining common property, or limited common property, which they have the benefit of, and which were made by them or a previous owner.
- 3.3.2 The Strata Corporation is not obligated to maintain, repair, or replace any improvements, alterations or additions made by an owner or former owner to a strata lot, their limited common property, or the common property and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit for such improvement.
- 3.3.3 Owners are responsible for any damage arising out of any Alteration or addition to the strata lot, the limited common property of the common property installed by that owner or a prior owner of that Strata Lot.
- 3.3.4 An owner shall obtain and maintain an insurance policy to cover any improvements, alterations, or additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, and which were made by them or a previous owner.

4. Inform Strata Corporation

- 4.1.1 An owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.1.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- 4.1.3 An owner must in the interest of providing greater security, provide the Strata Council (in writing) in their forwarding address if they are to be absent from the Strata Corporation on an extended vacation, and the

name, address and telephone number of at least one personal representative to Contact in case of emergency.

5. Alterations and additions

- 5.1 An owners must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - 5.1.1 the structure of a building
 - 5.1.2 the exterior of a building
 - 5.1.3 chimneys, stairs, balconies, or other things attached to the exterior of a building:
 - 5.1.4 doors, windows or skylights on the exterior of a building of that front on the common property
 - 5.1.5 fences, railing or similar structures that enclose a patio, balcony or yard
 - 5.1.6 common property located within the boundaries of a strata lot
 - 5.1.7 those parts of the strata lot which the strata corporation must insure under section 149 of the Act
- 5.2 The strata corporation must not unreasonable withhold its approval under section 5-1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration
- 5.3 The owner is responsible for the costs of all engineering consultation and reports, building permits and any and all other costs respecting any proposed changes and must provide copies of all such reports and permits to the strata council, along with a completed K Form, available from the Management Company.
- 5.4 If such improvement involves construction of new patio, an owner must keep all construction 2 feet from the fence, and agree to any and all costs incurred from damage to brick or stonework during maintenance or rebuilding of common property such as fences.

6. Entry to strata lot

An owner, tenant, occupant or visitor must allow a person authorized by Strata Corporation to enter the strata lot:

- 6.1 in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- 6.2 to inspect, repair or maintain common property, common assets and any portion of a strata lot that are the responsibility of the Strata Corporation, to repair and maintain under these bylaws or insure under section 149 of the Act or to ensure compliance with the Act and the bylaws (48 hours written notice of such action is required)
- 6.3 the notice referred to in sub-section (7-1.2) must include the date and approximate time of entry, and the reason for entry.

7. Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by Strata Corporation;

8.1 The Strata Corporation must repair and maintain all of the following;

8.1.1 common assets of the Strata Corporation;

8-1.2 common property that has not been designated as limited common property or for the exclusive use of a strata lot or lots

8.1.3 the exterior or interior structure of a building excluding:

8-1.3.1 all improvements, changes and or additions to the original exterior or internal structure made by an owner of the strata lot, patios and sunrooms;

8-1.3.2 all chimney flues, wires, pipes, chutes, ducts, that are entirely within a strata unit, and not connected to other units.

8-1.3.3 doors and windows forming the exterior of the strata lot and skylights added by owners

8-1.3.4 areas of limited common property being used by a single strata lot and common property designated for the exclusive use of a strata lot.

9. Division 3 – Council size

9.1 The council must have at least 5 and not more than 7 members.

10. Council members' terms

10.1 The council must have at least 5 and not more than 7 members.

10.2 A person whose term as council member is ending is eligible for re-election.

11. Removing Council Member

11.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

11.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing Council Member

12.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining member of the council may appoint a replacement council member for the remainder of the term.

12.2 A replacement council member may be appointed from any person eligible to sit on the council.

12.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

- 12.4 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council. Such meeting must comply with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

- 13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 The vice president has the powers and duties of the president
 - 13.3.1 while the president is absent or is unwilling or unable to act, or;
 - 13.3.2 for the remainder of the president's term if the president ceases to hold office
 - 13.4.1 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

- 14.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.2 The notice does not have to be in writing.
- 14.3 A council meeting may be held on less than one week's notice if
 - 14.3.1 all council members consent in advance of the meeting, or
 - 14.3.2 the meeting is required to deal with an emergency situation, and all council members either consent in advance of the meeting, or if a member is unavailable, to provide consent after a reasonable attempt to contact them.
 - 14.3.3 the council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of Council hearing

- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2 If a hearing is requested under subsection (15-1), the council must hold a meeting to hear the applicant within one month of the request.
- 15.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council

- 16.1 A quorum of the council is;
 - 16.1.1 2, if the council consists of 2, 3, or 4 members,
 - 16.1.2 3, if the council consists of 5 or 6 members, and
 - 16.1.3 4, if the council consists of 7 members.
- 16-2 Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council Meetings

- 17.1 Owners may attend council meetings as observers.
- 17.2 Despite subsection (17-1), no observers may attend those portions of Council meetings that deal with any of the following:
 - 17.2.1 bylaw contravention hearings under section 135 of the Act;
 - 17.2.2 rental restriction bylaw exemption hearings under section 144 of the Act;
 - 17.2.3 any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy
 - 17.2.4 At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- 17.3 If a Council meeting is held by electronic means, Council members are deemed to be present in person.

18. Voting at Council Meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to inform owners of minutes

- 19.1 The Council must inform owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of Council's power and duties

- 20.1 Subject to subsections (20-2) to (20-4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 20.2 The council may delegate its spending powers or duties by a resolution that.
- 20.2.1 delegates the authority to make an expenditure of a specific amount of a specific purpose, or
- 20.2.2 delegates the general authority to make expenditures in accordance with subsection 20-3,
- 20.3 A delegation of a general authority to make expenditures must
- 20.3.1 set a maximum amount that may be spent, and
- 20.3.2 indicate the purposes for which, or the conditions under which, the money may be spend.
- 20.4 The council may not delegate its power to determine, based on the facts of a particular case,
- 20.4.1 whether a person has contravened a bylaw or rule,
- 20.4.2 whether a person should be fined, and the amount of the fine, or
- 20.4.3 whether a person should be denied access to a recreational facility.

21. Spending restrictions

- 21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 21.2.1 Despite subsection (21-1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of Council Member

- 22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 22.2 Subsection (22-1) does not affect a council member's liability, as an owner, for judgement against the strata corporation.

23. Division 4 – Enforcement of Bylaws and Rules

- 23.1 Maximum fine: The Strata Corporation may fine an owner or tenant a maximum of;
 - 23.1.1 \$200.00 for each contravention of a bylaw,
 - 23.1.2 \$50.00 for each contravention of a rule.
- 23.2 Fines levied shall be added to and become part of the monthly assessment of the unit and shall be due and payable to the corporation on the first day of the following month.
- 23.3 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues without interruption for longer than 7 days a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

24. Person to chair meeting:

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

25. Participation by other than eligible votes

- 25.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 25.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - 25.2.1 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

26. Voting

- 26.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 26.2 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.
- 26.3 If a precise count is requested, the chair must decide whether it will be show of voting cards or by roll call, secret ballot or some other method.
- 26.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- 26.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 26.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- 26.7 No owners may note at an annual or special general meeting except in cases of an unanimous vote where the strata corporation is entitled to file a lien on his/her strata lot under the Strata Property Act, Section 116 for non-payment of assessments of a special levy.
- 26.8 Small Claims Actions; pursuant to Section 171 (4) of the Strata Property Act, the strata council may start and proceed with a small claims action against an owner to collect money without the necessity of first obtaining the consent of the owners by a 3/4 vote.

27. Order of business

- 27.1 The order of business at annual and special general meeting follows:
 - 27.1.1 certify proxies and corporate representatives and issue voting cards;
 - 27.1.2 determine that there is a quorum;
 - 27.1.3 elect a person to chair the meeting, if necessary;
 - 27.1.4 present to the meeting proof of notice of meeting or waiver of notice;
 - 27.1.5 approve minutes from the last annual general or special general meeting;
 - 27.1.6 deal with unfinished business;
 - 27.1.7 receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting in an annual general meeting;
 - 27.1.8 ratify any new rules made by the strata corporation under section 125 of the Act;
 - 27.1.9 report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - 27.1.10 approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - 27.1.11 deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - 27.1.12 elect a council, if the meeting is an annual general meeting;
 - 27.1.13 terminate the meeting

Division 6 – Voluntary Dispute Resolution

28. Voluntary dispute resolution

- 28.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- 28.1.1 all the parties to the dispute consent, and
 - 28.1.2 the dispute involves the Act, the regulations, the bylaws or the rules.
- 28.2 A dispute resolution committee consists of
- one owner or tenant of the strata corporation nomination by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - 28.2.1 any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
 - 28.2.2 the dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

29. Division 7 – Lifestyle

- 29.1 The owners of Strata Plan 1513 consider “Water's Edge Village, Phase One” to be an adult lifestyle development. **To maintain the age qualification established for the Strata Corporation, which is forty-five (45) years of age or older**, no owner shall allow or permit persons under the age of forty-five (45) years to be permanent residents or occupiers of a Strata Lot
- 29.2 Each Strata Lot shall be limited to a total of not more than **three occupants**.

SEVERABILITY

For the purposes of interpretation of these bylaws and any amendments thereto, each section, subsection and part of the bylaws shall be deemed to be a separate bylaw. Should any section, subsection or part of the bylaws be held to be unenforceable or to be vague or uncertain by an Arbitrator or Court of Competent Jurisdiction, then such section, subsection or part shall be deemed to be severable from the remaining sections, subsections and parts. All the remaining sections, subsections and parts shall be given the broadest interpretation possible and shall remain in force and effect notwithstanding such finding or declaration.