

- 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]

Supplied to StrataDocs 2018/09/25  
Ordered by Ron Neal 2022/05/26

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2022/05/26

Uploaded: Sep 25, 2018 Verified: Sep 25, 2018

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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS6983 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 July 5, 2018.

**Resolution:**

**BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS6983, THAT The Owners amend bylaw 3 (2)(l), under Division 2 -- Duties Of Owners, Tenants, Occupants And Visitors, Use Of Property, to read as follows (bold and underlined text indicate the changes):**

- (2) **An owner, tenant, occupant or visitor must not:**
- (l) (a) **install holiday lights, holiday decorations, inflatable holiday decorations, or ornaments on the exterior of their strata lot, or the limited common property, the common property exterior of the building, except between December 1 and January 15;**
  - (b) **permanently install decorative lighting, except as approved by council. Nothing will be affixed to or penetrate the building envelope.**

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

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

Date: Sept 12, 2018

# Bylaws

## Strata Plan VIS 6983 "Heron View"



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## Division 1 -- Definitions

### 0. Definitions

For the purpose of these bylaws:

- (1) **"common property"** means
  - (a) that part of the land and buildings shown on a strata plan that is not part of a Strata Lot, and
  - (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
    - (i) within a floor, wall or ceiling that forms a boundary
      - (1) between a Strata Lot and another Strata Lot,
      - (2) between a Strata Lot and the common property, or
      - (3) between a Strata Lot or common property and another parcel of land, or
    - (ii) wholly or partially within a Strata Lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or the common property;
- (2) **"Family Member"** means a parent, Spouse, or child of the owner or a parent, or child of the Spouse of the owner;
- (3) **"occupant"** means a person, other than an owner or tenant, who occupies a Strata Lot;
- (4) **"owner"** means a person, including an owner developer, who is
  - (a) a person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot, whether entitled to it in the person's own right or in a representative capacity, or
  - (b) if the Strata Lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,
 unless there is
  - (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
  - (d) a registered life estate, in which case it means the tenant for life;
- (5) **"Council" and "Council"** have the same meaning
- (6) **"Strata Lot"** means a lot shown on a strata plan and everything contained within it that is not part of the common property.

- (7) **"Spouse"** means an individual who is married to or who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship, including a marriage like relationship between persons of the same gender.
- (8) **"tenant"** means a person who rents all or part of a Strata Lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

## **Division 2 -- Duties of Owners, Tenants, Occupants and Visitors**

### **1. Payment of strata fees**

- (1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Owners must provide a minimum of 6 post-dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
- (3) The Strata Corporation may charge an owner the greater of the amount charged to it by its financial institution in relation to a dishonoured payment or \$50.00 for any dishonoured cheque or declined electronic funds transfer issued by that owner.
- (4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly 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*.
- (5) Funds received from an owner which are not explicitly designated as a payment of strata fees by the owner or by the terms of a preauthorized debit agreement between the owner and the Strata Corporation, may be applied to existing amounts owed in the following order:
  - (a) Firstly, against fines, NSF fees and the costs of remedying a contravention;
  - (b) Secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other uninsured loss for which the owner is responsible for;
  - (c) Thirdly against user fees;
  - (d) Fourthly, against interest on arrears;
  - (e) Fifthly against amounts owing on an unpaid special levy;
  - (f) Sixthly, against amounts owing on unpaid strata fees; and
  - (g) Lastly, against current strata fees.

**2. Repair and maintenance of property by owner**

- (1) An owner must repair and maintain the owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws or other law.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner is responsible for and must repair, maintain and replace any improvements, Alterations and additions made to their Strata Lot or adjoining common property, or limited common property, which they have the benefit of, which were made by them or a previous owner of their Strata Lot. An owner is responsible for any damage to a Strata Lot, limited common property 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, or limited common property, which they have the benefit of, which were made by them or a previous owner of their Strata Lot.
- (4) An owner must promptly carry out all work that may be ordered by any public authority which relates solely to his 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 7 days written notice, enter into the Strata Lot, do the required work and charge the owner the cost of such work.
- (5) No resident may allow a Strata Lot to become unsanitary or untidy or a source of odors or pests.
- (6) Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be left, piled or stored 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 She strata Corporation to enter a Strata Lot, as well as to remove such refuse, will be charged to the owner.

**3. Use of property**

- (1) An owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise or any sustained noise that is audible in another Strata Lot between the hours of 11:00pm and 7:00am;
  - (c) unreasonably interferes with the rights of another person or other persons to use and enjoy the common property, common assets or another Strata Lot,
  - (d) is illegal, or injurious to the reputation of the Strata Corporation;



- (e) is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government,
  - (f) that is in contravention of any rule, order or bylaw of the District of Sooke applicable to the Strata Lot; or
  - (g) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not:
- (a) 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*;
  - (b) obstruct or use the sidewalks, walkways, and driveways of the common property for any purpose other than ingress or egress from the Strata Lots or parking areas within the common property of the strata plan;
  - (c) shake, beat, dump, or wring out mops, brooms or dusters of any kind on or out of, or dispose, throw out or discard anything from, on or out of out of any window, door, balcony, Strata Lot, limited common property or the common property;
  - (d) use, store, leave or place barbecues other than those fueled by propane or natural gas or electricity with a Strata Lot, or the limited common property; and no barbecues of any kind are allowed on the common property. No owner shall operate his barbecue in a manner, which, in the opinion of the Council, interferes with another owner's enjoyment of his Strata Lot. When in use, barbecues must be a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners or residents are responsible for heat damage to the building envelope;
  - (e) cycle on common property other than the roadways, paved pathways and driveways;
  - (f) Skateboard, roller blade, roller skate or scooter (with the exception of mobility scooters) on common property;
  - (g) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - (h) place on any surface of any deck, patio or balcony anything that is permanently affixed, without the express written approval of the Council;
  - (i) place any items on any deck, patio or balcony except free-standing, self-contained planters, summer furniture and accessories not install any hanging plants or baskets or other hanging items;
  - (j) install, attach, or affix any item including but not limited to clothes lines, flags, flag poles, antennas, satellite dishes, in a manner that penetrates the building envelope, without the express written approval of the Council;

- (k) install, construct, erect or place a shed in a limited common property yard or patio, without the express written approval of the Council;
  - (l) (a) install holiday lights, holiday decorations, inflatable holiday decorations, or ornaments on the exterior of their strata lot, or the limited common property, the common property exterior of the building, except between December 1 and January 15;
  - (b) permanently install decorative lighting, except as approved by council. Nothing will be affixed to or penetrate the building envelope.
  - (m) install, place, display or leave lawn ornaments of any kind on the common property, without the express consent of the Council.
- (3) Owners, occupants and tenants are responsible for the conduct of his/her family, guests and visitors.
  - (4) Owners, occupants, tenants and visitors must not sell alcohol on the common property, and minors must not consume alcohol on the common property.

*Restrictions on commercial uses*

- (5) Owners, occupants and tenants, must not use a Strata Lot as anything other than a single family residence and must not conduct any business or any profession from a Strata Lot or the common property that:
  - (a) results in clients, employees or customers attending the Strata Lot or coming on to the common property; or
  - (b) causes additional costs or liability to the Strata Corporation including but not limited to increased water, sewer, garbage pick-up or insurance costs.

*Restrictions on penetrating, or affixing items to, the building envelope*

- (6) The following restrictions are in place in order to protect all elements of the building that make up the building envelope.
- (7) Owners, occupants and tenants must not:
  - (a) do anything to penetrate or otherwise compromise the building envelope without the express written consent of the Strata Corporation;
  - (b) affix any items to any exterior surface (deck, patio, balcony), including but not limited to installing hanging plants, baskets or other hanging items.
- (8) The Council may grant permission to an owner, occupant or tenant to penetrate or affix items to the building envelope if a certified building envelope consultant affirms that the envelope will not be compromised by such penetration or affixation.
- (9) An owner, occupant or tenant who penetrates or otherwise compromises the building envelope risks voiding the ten-year warranty on the building envelope and will be held financially responsible should their actions result in a warranty claim being denied.

#### 4. Pet Restrictions

- (1) An owner, tenant, occupant or visitor must not keep any animals or pets in a Strata Lot or on to the common property other than one or more of the following:
  - (a) a reasonable number of fish, in an aquarium not to exceed 150 liters in volume;
  - (b) up to two small caged mammals such as Guinea pigs, hamsters, ferrets, or rabbits;
  - (c) up to two caged birds; and
  - (d) up to two dogs, or up to two cats, or one dog and one cat.
- (2) No aggressive or dangerous dogs are permitted in any Strata Lot or on any portion of the limited common property or common property. For purposes of this By-law a “aggressive or dangerous dog” means the following:
  - (a) any dog that has killed or injured any person; or another animal while running at large; or
  - (b) any dog that aggressively harasses or pursues another person or animal while running at large; or
  - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or;
  - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (3) An owner, tenant or occupant that keeps a pet in a Strata Lot for more than 30 days in a calendar year shall register that pet with the Council by providing to the Council a written notice, signed by the owner, tenant or occupant setting out the name, breed and color of the pet, the Strata Lot number of the Strata Lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).
- (4) An owner, tenant, occupant or visitor must ensure that his or her pets are leashed and accompanied by the pet’s owner or handler when on common property.
- (5) If any pet should defecate on common property and if any pet does defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container by some sanitary means.
- (6) An owner of a pet must promptly remove pet feces from any limited common property porches, patios or yards and dispose of it in a waste container by some sanitary means

- (7) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (8) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (9) Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person are the responsibility of the relevant owner, tenant, occupant or visitor, in accordance with these bylaws and any applicable law.
- (10) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot, Limited Common Property or the common property.
- (11) Should the 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, then the 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 pet noises, or repeatedly causing damage to the Common Property or Limited Common Property.
- (12) For the purposes of these bylaws “unreasonable pet noises” means, howling, barking, whining, caterwauling, screaming, yowling, chirping or squawking for more than 10 minutes in an hour.

#### **5. Inform Strata Corporation**

- (1) Within two weeks of becoming an owner, an owner must inform the Strata Corporation of the owner’s name, Strata Lot number, phone number, email address for the purpose of receiving notice, 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 Council or a 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 in or visiting.
- (3) Owners or tenants must provide the name of a contact person with phone number who has a key to the unit and who can grant access to the Strata Lot in the case of an emergency, to the Council.

- (4) Prior to possession of a Strata Lot by a tenant, an owner shall deliver to the occupant or tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- (5) Within one week of renting a Strata Lot, the owner shall give the Strata Corporation a copy of the Form K-Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.
- (6) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine as set by the Council for every seven days or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

#### 6. Alterations to a Strata Lot or common property

- (1) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw.
- (2) Before changing, altering, modifying, removing, replacing or upgrading 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) interior and exterior walls;
  - (h) the construction of a shed, gazebo, trellis, deck or other structure in a limited common property yard;
  - (i) the painting of the exterior, or the attachment of sunscreens or greenhouses;
  - (j) common property, including limited common property; and
  - (k) common assets;

(referred to herein as an "Alteration")

an owner, occupant or tenant must follow the procedure and conditions set out in subsections (4) to (7) below

- (3) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each Strata Lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of

all Indemnity & Alteration Agreements for a Strata Lot are kept on file and upon request, provided to purchasers of that Strata Lot.

#### *Application Procedure*

- (4) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed Alteration;
  - (b) detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
  - (c) name and contact information of the contractor(s) who will perform the work;
  - (d) name and contact information of any engineers, architects or consultants who will perform the work;
  - (e) any other documents or information which the Council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an Alteration, the Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information;
  - (b) approve the Application or Amended Application; or
  - (c) reject the Application or Amended Application.
- (6) The 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 and the building as whole.

#### *Conditions for Approval*

- (7) In exchange for approving an Alteration the Strata Corporation may require an owner to:
- (a) assume responsibility for any expenses related to the Alteration;
  - (b) perform the work or cause the work to be performed at the owner's sole cost;
  - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws and that the standard of work and materials be not less than that of the existing building;
  - (d) construct the Alteration in accordance with the designs; plans and schedules approved by the Council;
  - (e) produce a copy of a valid building permit to the Council prior to the commencement of the work, if required by the local municipality;
  - (f) employ qualified, licensed contractors or subcontractors who carry liability insurance and Worksafe BC coverage to perform the work;

- (g) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the Strata Corporation, to prepare specifications, provide inspection and certification service for the work;
- (h) rectify deficiencies to the work in a timely fashion and to the satisfaction of the 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;
- (i) dispose of any and all construction debris, packaging and materials in their own garbage and construction bins;
- (j) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
- (k) 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;
- (l) pay forthwith the cost of repairing any damage to the common property or to any other Strata Lot caused by the owner or by his/her tenant or their agents or contractors;
- (m) obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;
- (n) assume responsibility for all future expenses related to or arising out of the Alteration, including repair, maintenance and replacement costs, increased costs of repair, maintenance and replacement to items the Strata Corporation must repair and maintain, plus insurance for the betterment to the satisfaction of the Council;
- (o) notify surrounding owners when construction work will be done;
- (p) cause all 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 Saturday;
- (q) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the Strata Corporation;
- (r) 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;
- (s) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*;

- (t) ensure that any repairs to or replacement of fences, balcony rails and/or panels must match the existing fences, rails and panels; and
- (u) any other conditions reasonably required in the opinion of the Council given the nature of the proposed Alteration.

*Prohibition against converting garages*

- (8) Owners, occupants and tenants may not convert their garages to any other use than as a parking for motor vehicle or storage uses as garage parking provides a portion of the parking spots required under the development permit from the District of Sooke.

*Alterations Installed Without Permission*

- (9) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (10) The 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*.
- (11) If the Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (12) The 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.

**7. Permit entry to Strata Lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.
  - (c) at a reasonable time, on 48 hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1)(b) and (c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.



(3) For the purpose of bylaw 7(1)(a):

(a) an emergency is limited to an actual or perceived:

- (i) an act of god;
- (ii) medical trauma or illness;
- (iii) fire or smoke;
- (iv) water penetration, leakage or flood;
- (v) structural damage.

(b) authorized personnel is limited to:

- (i) members of the 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.

### **Division 3 -- Powers and Duties of Strata Corporation**

#### **8. Repair and maintenance of property by Strata Corporation**

(1) The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (1) the structure of a building;
    - (2) the exterior of a building;

- (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (4) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property;
- (5) fences, railings and similar structures that enclose patios, balconies and yards; and
- (6) yards designated as limited common property of a Strata Lot.
- (d) a Strata Lot but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (iv) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.
  - (vi) damage to any part(s) of a Strata Lot that a Strata Corporation must insure under section 149 of the *Strata Property Act*, which is caused by, or arises out of a failure of any part of the common property or those parts of a Strata Lot that the Strata Corporation is obligated to repair and maintain under these bylaws. For greater clarity, the Strata Corporation's duty to repair exists even if the Strata Corporation was not negligent in the repair and maintenance of the building component that failed.
- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or Alterations made by an owner or former owner to a Strata Lot, their limited common property, or the common property, including but not limited to balcony enclosures, and any such improvements or Alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the Strata Lot which has the benefit of such improvement.
- (3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

## Division 4 – Council

### 9. Council size and Eligibility

- (1) The Council must have between 3 and 7 members.
- (2) If the owner of a Strata Lot is a corporation or a partnership or other form of business entity, then such entity may appoint an individual representative who may stand for the Council.
- (3) A family member who is not registered on title to the Strata Lot is eligible for election as a Council member and is eligible to sit as a Council member if:
  - (a) The registered owner(s) of the Strata Lot is not in arrears of strata fees or special levies;
  - (b) The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and
  - (c) The family member is at least 19 years of age and resides in the Strata Corporation.
- (4) Only one person is eligible to run for election as a Council member at any one time with respect to a particular Strata Lot.
- (5) No person shall stand for Council or continue to be on Council if the Strata Corporation is entitled to register a lien against that person's Strata Lot under Section 116(1) of the *Strata Property Act*.
- (6) No person shall stand for Council or continue to be on Council if such person has failed or refused to sign the Council member's code of conduct then in use at the time.
- (7) If a Council member is unable to continue to be on Council pursuant to Bylaw 9(5) or 9(6), then that Council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the Council may replace that member pursuant to Bylaw 12.
- (8) For the purpose of Bylaws 12 and 16 the size of the Council shall be set at the number of Council members elected at the annual general meeting.

### 10. Council members' terms

- (1) The term of office of a Council member ends at the end of the annual general meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for re-election.

### 11. Removing Council member

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

- (2) After removing a Council member, the Strata Corporation must hold an election at the same special general meeting to replace the Council member for the remainder of the term.

## 12. Replacing Council member

- (1) If a Council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

## 13. Officers

- (1) At the first meeting of the Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

## 14. Calling Council meetings

- (1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.

- (3) A Council meeting may be held on less than one week's notice if the notice is provided to all Council members and:
- (a) at least 2/3 of the Council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation and 2/3 of Council members either:
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

#### **15. Requisition of Council hearing**

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

#### **16. Quorum of Council**

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

#### **17. Council meetings**

- (1) At the option of the Council, Council meetings may be held, or Council decisions made by electronic means, so long as all Council members can communicate with each other during the meeting or during the course of the decision making process.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers but may not speak or address the Council unless invited to do so by a majority vote of the Council members.

- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) bylaw or rule contravention or alleged contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the 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; and
  - (f) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners including but not limited to Strata Council procurement planning, solicitation and contract negotiations.
- (5) 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;
- (6) 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 Council's meeting minutes and records.
- (7) Audio and/or visual recording is prohibited during Council meetings, and general meetings without prior approval of the majority of Council members in the case of a Council meeting or eligible voters in the case of a general meeting.
- (8) Audio and/or visual recording is prohibited during Council meetings dealing with matters outlined in bylaw 17(4) or Council hearings granted under bylaw 15. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

### **18. Voting at Council meetings**

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

### **19. Council to inform owners of minutes**

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

- (2) The Council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) Council's minutes regarding matters listed in bylaw 17(4) shall not reveal any personal information about an identifiable individual.

## 20. Delegation of Council's powers and duties

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that:
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule, or
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

### 21.1 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 7% of the annual operating budget.
- (4) Despite subsections (1) and (3) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable

grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial 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 subsections (3) or (4).
- (7) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$3,000.00.

### 21.2 Restrictions on Contracting

- (1) To select contractors for expenditures between \$5,000.00 and \$15,000.00, the Strata Corporation must:
  - (a) issue a written request for proposal soliciting bids;
  - (b) obtain a minimum of two bids, if possible;
  - (c) use the following selection criteria:
    - (i) cost;
    - (ii) reputation of contractor; and
    - (iii) work history or references.
  - (d) approve the chosen bid by a majority vote of the Council.
- (2) To select contractors for expenditures between \$15,000.00 and \$150,000.00, the Strata Corporation must:
  - (a) issue a written request for proposal soliciting bids;
  - (b) obtain a minimum of three bids, if possible;
  - (c) use the following selection criteria:
    - (i) cost;
    - (ii) reputation of contractor; and
    - (iii) work history and at least two references.
  - (d) approve the chosen bid by a  $\frac{3}{4}$  vote of the Council; and
  - (e) enter into a written fixed price, fixed unit price or fixed lot price.



- (3) For projects in excess of \$150,000 the Strata Corporation must:
- (a) Where required or where the Council believes it to be in the best interest of the Strata Corporation, retain an engineer or project manager to assess the Strata Corporation's needs and produce an engineering report outlining those needs;
  - (b) issue written requests for proposals or use a formal tendering process to solicit bids;
  - (c) selection criteria:
    - (i) technical competency of the bidder,
    - (ii) cost,
    - (iii) financial capability of the bidder,
    - (iv) reputation of the bidder,
    - (v) history of projects, and
    - (vi) time estimate.
  - (d) obtain a minimum of three (3) bids where possible;
  - (e) enter into a written fixed price contract that may include fixed unit prices, fixed lot prices and cost-reimbursable items for extra work.
- (4) Contracts with a term longer than three (3) years, or which are renewable for periods longer than five (5) years, must be approved by at least a majority vote of the owners.
- (5) Contracts, statutory right of ways, or easements that dispose of or encumber the common property, must be approved by a 3/4 vote of the owners.
- (6) Existing contracts are exempt from the provision noted in subsection (1) and may be renewed providing:
- (a) the compensation paid by the strata remains the same as previously negotiated or does not increase by more than 5% per annum;
  - (b) the goods, service or work contracted for is satisfactory and meets required standards; and
  - (c) the length of the renewal does not exceed three (3) years.
- (7) Council must ensure that adequate liability insurance, and Worksafe Coverage is carried by anyone supplying services to the Strata Corporation.
- (8) Council may reject the lowest or any bids received.
- (9) Strata owners are not prohibited from supplying or bidding on goods and service contracts providing they meet the required criteria as outlined in this section and comply with conflict of interest rules set out in Sections 32 and 33 of the *Strata Property Act*.

**22. Limitation on liability of Council member or volunteer**

- (1) A Council member, or a volunteer who has been delegated duties by the Council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each 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 Council or Volunteer.
- (4) All acts done by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.
- (5) Notwithstanding the above there shall be no indemnity if a Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

**Division 5 -- Enforcement of Bylaws and Rules****23. Enforcement Options**

- (1) 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 rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
    - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule.
  - (b) do what is reasonably necessary to remedy a contravention of its 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.

**24. Continuing contravention**

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

**25. Small Claims, Forced Sale and CRT Actions**

- (1) The 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 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 \$7,500 per case, to conduct the proceedings.
- (3) The 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 \$5,000 per case, to conduct the proceedings.

**26. Full Indemnity for Enforcement Costs**

- (1) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the *Strata Property Act*, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (3) Subject to the discretion of the Council, any legal costs or expenses so incurred by the Strata Corporation arising out of an owner's breach of the bylaws or the *Strata Property Act* may be charged to that owner and shall be added to 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. Such costs do not form part of the assessment and cannot be liened.

- (4) Subject to the terms of an agreement to the contrary, if the Strata Corporation takes legal action against an owner, occupant, or tenant and that person prevails or the Strata Corporation abandons or withdraws its claim, the Strata Corporation may not charge said owner, occupant or tenant for its legal costs.

## **Division 6 -- Annual and Special General Meetings**

### **27. Person to chair meeting**

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

### **28. Participation by other than eligible voters**

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (4) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

### **29. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, then:
- (a) the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (b) if neither the president nor the vice president of the Council casts a second deciding vote, the chair elected in accordance with subsection 27(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by a majority of voters.
- (7) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a 80% vote or a unanimous vote.
- (8) The election of each Council member must be voted on, and to be elected each Council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.

### 30. Order of business

- (1) Unless amended 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 Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the *Strata Property Act*;
  - (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;

- (m) elect a Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **31. Quorum at Special and Annual General Meetings**

- (1) Notwithstanding Section 48(2) and (3) of the Act, the eligible voters present, in person or by proxy, at call to order of the annual or special general meeting shall constitute a quorum.

## **Division 7 -- Voluntary Dispute Resolution**

### **32. Voluntary dispute resolution**

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

## **Division 8 -- Signs and Sales of Strata Lots**

### **33. Signage and Sales**

- (1) An owner, tenant or occupant of a Strata Lot shall not:
  - (a) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a Strata Lot or of the common property, except election signs pursuant to the federal and provincial Elections Acts, and a temporary notice to sell the Strata Lot that complies with subsection (2) below.
  - (b) place or adhere a lock box on the common property or the Strata Lot without the prior written permission of the Council.
- (2) An owner of a Strata Lot, when selling his Strata Lot:
  - (a) may not place a "For Sale" sign on their Strata Lot or limited common property;
  - (b) must not place, or permit "For Sale" signs to be placed, on or about the common property except as permitted by the Rules.

- (3) An owner of a Strata Lot, when selling a Strata Lot, may only have up to two open houses, for every 14 days that the Strata Lot is listed. Owners must provide Council with two days' written notice prior to holding an open house. All other showings must be by appointment only with a real estate agent or Strata Lot owner present.

## **Division 9 -- Parking, Bicycles and Storage**

### **34. Parking**

#### *Bicycles and Storage*

- (1) Bicycles are not permitted to be stored on the common property. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's Strata Lot.
- (2) Owners, occupants, tenants, and visitors must not store, leave or place personal property on the common property without the express written consent of the Council.
- (3) Any owner, tenant or occupant that leaves any item anywhere on or in the common property does so at his or her own risk.

#### *Administration of Parking Stalls*

- (4) The Strata Corporation contains garages designated as part of a Strata Lot and parking stalls that are designated as the limited common property of individual Strata Lots.
- (5) Owners, occupants, and tenants may only use the parking space(s) or garage designated as the limited common property, or part of their Strata Lot, save and except for private arrangements with other owners for the use of parking spaces that have been designated or assigned to such other owners' Strata Lots.

#### *Parking Restrictions*

- (6) Owners, tenants, and occupants may not use the visitors parking to park their motor vehicles for periods of longer than 3 hours without the express written consent of the Council.
- (7) Visitors:
  - (a) may only park their motor vehicles in the designated visitor's parking stalls, or the garage, or the limited common property parking stall of the Strata Lot they are visiting; and
  - (b) may not park their vehicles in the visitors parking for more than 3 nights in any calendar week without the express written approval of the Council.
- (8) An owner, tenant, occupant and their visitors must not park any of the following on the common property or the limited common property:
  - (a) an uninsured, unlicensed, unserviceable, or derelict motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Council, which said approval may be granted subject to conditions which

conditions may include the provision of written proof of storage insurance to the Council;

- (b) a motorhome, recreational vehicle, trailer, camper, boat, or commercial vehicle for more than seven (7) consecutive days, or more than fourteen (14) days total in a calendar year, without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions; or
- (c) Vehicles must fit within the confines of the driveway/ramp and not overhang and/or obstruct the free flow of traffic on roadways (common property).

The determination of whether or not a vehicle is unserviceable or derelict will be in the sole discretion of the Council.

(9) An owner, tenant, occupant and their visitors must not:

- (a) conduct repairs, modifications, maintenance or servicing to a motor vehicle on common property or limited common property other than:
  - (i) changing wiper blades;
  - (ii) changing lightbulbs;
  - (iii) rotating or changing tires; or
  - (iv) replacing batteries.
- (b) park or leave a vehicle on the common property in a manner which may compromise the safety or security of the residents of the Strata Corporation, or impede the ability of owners, occupants, tenants and visitors to access or egress the Strata Corporation, their parking stalls or their vehicles;
- (c) exceed the speed limit of 20 kilometres per hour on the common property;
- (d) use horns except in an emergency; and
- (e) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.

(10) An owner, occupant, tenant or visitor must:

- (a) upon receipt of 7 days' notice from the Strata Corporation, remove a vehicle from common property for building maintenance; and
- (b) clean up any oil, or fluid spills on the common property.

(11) An owner, tenant or occupant must promptly, and at their own expense, clean up any oil or other substance that spills or leaks from their vehicle on to the common property or limited common property.

#### *Parking Enforcement*

(12) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Council, in addition to



any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both. Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.

- (13) In addition to the rights conferred by subsection (12) the Council has the right to immediately tow any vehicle which is parked in violation of 34(9)(b), and 34(10)(a).
- (14) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.
- (15) The Strata Corporation, any Council member, and any property manager shall not be liable for any damage to any vehicle that is towed pursuant to these bylaws.

### **Division 10 -- Insurance and Other Perils**

#### **35. Insurance and Risk Allocation**

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three 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 in an amount of not less than \$2,000,000.00.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (5) An Owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's Strata Lot, the common property, the limited common property or the contents of same, if:
- (a) that owner is responsible for the loss or damage; or
  - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - (i) that owner; or,
    - (ii) any member of the owner's family; or,
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
    - (v) but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner's Strata Lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's Strata Lot including, but not limited to the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) fireplace;
    - (x) plumbing pipes, fixtures and hoses located wholly within the Strata Lot, and which service only that Strata Lot; or
    - (xi) 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, that the owner is responsible for, 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 Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any Alteration;
  - (d) any betterments or changes to the buildings or fixtures built by the developer; and
  - (e) losses from water escape and rupture.

## **Division 11 -- Restrictions on Renting, Leasing and Licensing Strata Lots**

### **36. Prohibition against use of a Strata Lot as Transient Accommodation**

- (1) The use of a Strata Lot as short-term accommodation, tourist accommodation, hotel accommodation, or transient accommodation is prohibited by the Strata Corporation's zoning.
- (2) Owners, occupants and tenants may not:
  - (a) rent, let, 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 any of the prohibited uses set out in bylaw 36(1)(a) above.

- (3) For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their Strata Lot as transient accommodation, if they rent, lease, or provide a license of occupancy to all or part of their Strata Lot, in exchange for monetary compensation, to any person or persons to reside in or occupy a Strata Lot for less than one month.
- (4) Where an owner, occupant or tenant contravenes bylaws 36(1)(a) or 36(1)(b) above the owner will subject to a fine of up to \$200.00 for:
  - (a) each time the Strata Lot is advertised or marketed contrary to bylaw 36(1)(b) above; or
  - (b) each night the Strata Lot is rented, let, leased or licensed contrary to bylaw 36(1)(a) above.

### 36.1 Rental Restriction

- (1) The number of strata lots that may be rented, or leased, is limited to TEN (10) strata lots.
- (2) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the minimum period of time that a strata lot, may be rented, or leased is ONE (1) YEAR.
- (3) An owner wishing to rent or lease a strata lot must apply in writing to the Council for permission to rent or lease, and approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council.
- (4) The Council must keep a list of owners who wish to rent their strata lot and the priority of their application. If the number of strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 36.1 (1), excluding exempt strata lots pursuant to ss. 142 (family member exemptions), 143 (first owners exempt pursuant to the Form J rental disclosure statement) and 144 (hardship exemptions) of the *Strata Property Act*, the Council must refuse permission and notify the owner in writing, as soon as possible stating 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 Council.
- (5) The Council shall administer the waiting list on the basis of first registered first served.
- (6) If the limit stated in bylaw 36.1 (1) has not been reached at the time the owner applies for permission to rent or lease, excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the Council shall grant permission and notify the owner of the same in writing as soon as possible.
- (7) An owner receiving permission to rent or lease a strata lot must exercise the permission within TWO (2) months from the date that the Council granted the permission, otherwise the permission expires. During the TWO (2) months immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in bylaw 36.1 (1).
- (8) An owner who has exercised their permission to rent or lease a strata lot and whose tenant leaves must enter into a new tenancy agreement within FOUR (4) months from the date of

the termination of the previous tenancy, otherwise the permission expires. During any period between permitted tenancies a strata lot will be deemed leased or rented for the purposes of the limit stated in bylaw 36.1 (1).

- (9) Once an owner has received and exercised permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may continue to 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 their tenant is determined, terminated or expires; or
  - (d) the permission to rent terminates pursuant to bylaws 36.1(7) or 36.1 (8) above.
- (10) This rental restriction bylaw does not apply to prevent the rental or lease of a strata lot to an Owner's Family Members;
- (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
    - (i) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
    - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (11) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
    - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
    - (ii) 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
    - (iii) any other information or documents shall be provided as may reasonably be requested by the Council.
- (12) 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.

- (13) 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.
- (14) The Council may not unreasonably refuse to grant a hardship exemption but may grant the exemption for a limited time.
- (15) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by bylaw 36.1 (13)(b) and bylaw 36.1 (14) above.
- (16) Where an owner rents or leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each SEVEN (7) day period that the Strata Lot is rented or leased in contravention of these Bylaws, and the Strata Corporation shall take all necessary steps to terminate the rental or lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

### 37. Hazards

- (1) Owners, occupants, tenants and visitors must minimize fire hazards and must not bring any item onto the common property, limited common property or into a Strata Lot that will in any way unreasonably increase the risk of fire, or increase the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) Owners, occupants, tenants, and visitors must not discard, dispose, throw, drop or place burning material including but not limited to cigarettes or matches, from any window, door, patio or other part of a Strata Lot, limited common property, or the common property.

### 38. Cleanliness, Garbage, and Recycling

- (1) Owners, occupants and tenants must:
- (a) securely bag and place garbage in designated garbage bins;
  - (b) securely bag and place compost in designated compost bins;
  - (c) sort recyclable materials and deposit such materials in the appropriate recycling bins;
  - (d) flatten cardboard before placing it into the cardboard bin;
  - (e) keep garbage containers and recycling containers in garages until garbage / compost / recycling collection day;
  - (f) not dump or leave recyclable materials in the garbage bin;
  - (g) not dump or leave mattresses, furniture, used electronics larger than a toaster or other large items in the garbage bin or on the common property;

- (h) not dump or leave garbage, packaging materials or construction debris from Alterations in the Strata Corporation's garbage and recycling bins.
- (2) All refuse other than normal everyday garbage, compost and recyclable material must be removed from the Strata Corporation at the owners' expense.
- (3) Illegal dumping may cause Strata Corporation to be fined by the municipality or garbage / recycling service provider for breaching the terms of the contract between the municipality or garbage / recycling service provider and the Strata Corporation.
- (4) If the Strata Corporation is fined for illegal dumping, the Strata Corporation may, in addition to any fine imposed by the Strata Corporation, invoice the responsible owner or tenant any external fine imposed on the Strata Corporation for failure to adhere to this bylaw.

### **39. Exterior appearance and Window Coverings**

- (1) Owners, occupants, and tenants will not erect, construct, or build fences (other than pet fencing approved by the Council), gates, basketball hoops or other sports equipment shall be attached, placed or erected, and no signs, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property, the limited common property or the Strata Lot without prior written approval by the Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna, basketball hoops or other sports equipment shall be attached or hung from the exterior of the Strata Lot, without prior written consent of the Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (4) No posters, signs, window coverings with words, designs, pictures or obscenities shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (5) Those portions of draperies or window coverings visible from the exterior of any Strata Lot shall be cream or white in colour.

### **40. Smoking Prohibition pursuant to the Tobacco Control Act**

- (1) Smoking is prohibited:
- (a) on the common property;
  - (b) on patios, balconies and private yards within 6 metres (20 feet) of a door, window or air intake of another residence.
- (2) "Smoking" or "smoke" for the purposes of this bylaw, 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. The term "Smoking" includes but is not limited to: tobacco

smoking, use of electronic cigarettes or vapes, heroin smoking, and crack smoking and marijuana smoking.

- (3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.
- (4) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.

#### 41. Marijuana Prohibition

- (1) Due to the availability of marijuana in consumable formats such as oil, edibles and butter, and the Supreme Court of Canada's decision decriminalizing ingestible medical marijuana in *R. v. Smith*, 2015 SCC 34, and the ruling of the Civil Resolution Tribunal in *The Owners, Strata Plan LMS 2900 v. Mathew Hardy*, 2016 CRTBC 1:
  - (a) the growing of marijuana by anyone in a Strata Lot or on the common property is prohibited.
  - (b) the smoking of marijuana by anyone in a Strata Lot or on the common property is prohibited.
- (2) The prohibitions and restrictions in bylaw 41 (1) above applies to those owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to the Marijuana Medical Access Regulations, under the Canada Controlled Drugs and Substances Act unless such owner, tenant, or occupant has been granted a human rights based exemption to smoke marijuana pursuant to bylaw 41(3) below.
- (3) The Council may only grant a human rights based exemption permitting the smoking of marijuana or marijuana based products if the Council is satisfied based on evidence provided that the applicant cannot reasonably obtain, ingest, or consume medical marijuana in any other format other than smoking.
- (4) All owners, occupants, and tenants permitted to smoke marijuana in their Strata Lots pursuant to these bylaws must make reasonable efforts to seal their Strata Lots, purify the air within their Strata Lots through the use of air purifiers and or smoke eaters, to prevent second hand marijuana smoke from infiltrating the interior common property, or other Strata Lots.
- (5) If the Council receives complaints and determines that a permitted marijuana smoker is causing a nuisance or a hazard to the health of the owners, occupants or tenants of other Strata Lots, then the Council may revoke the smoker's right to smoke marijuana in their Strata Lots, on 30 days written notice.



**42. Common Facilities and Easement Areas**

- (1) Each owner will comply with the rules and regulation from time to time established by the Council which govern the use and enjoyment of the common property, the terms of any easement which is for the benefit of the Strata Corporation and any rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.
- (2) Except as otherwise permitted pursuant to an easement that governs the common property, all common facilities are for the use of the owners, occupants and their accompanying guests only.

**43. Severability**

- (1) For the purposes of interpretation of these bylaws and any amendments, additions or Alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the Strata Corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

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Ordered by Ron Neal 2022/05/26

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2022/05/26

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