

1. Contact

**Proline Management Ltd.**  
**201 – 20 Burnside Road West**  
**Victoria BC V9A 1B3**  
**250.475.6440**

Rockland House

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

**VIS1059**

**THE OWNERS, STRATA PLAN VIS1059**

**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.

**Alan Ives Chim**  
**GBW49K**

Digitally signed by Alan  
Ives Chim GBW49K  
Date: 2021-03-24  
12:11:26 -07:00

**Strata Property Act**

**FORM I**

**AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS1059 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 March 4, 2021.

**Resolution:**

**BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN VIS1059 that the Strata Corporation amend its bylaws by adding the following bylaw:**

**52. Holding general meetings by electronic means**

Permission to hold electronic meetings

- (1) The Strata Corporation may hold an annual or special general meeting by electronic means or allow attendance at an annual or special general meeting by electronic means including but not limited to: Skype, Zoom, Google Hangouts, GoToMeeting, Microsoft Team Meetings or some similar service, as long as council members, eligible voters and other participants can communicate with each other in real time.

Notice of electronic meetings

- (2) The Strata Corporation must specify which electronic means it intends to hold the annual or special general meeting by, in the notice of meeting.
- (3) The Strata Corporation must specify how voters may attend the annual or special general meeting in the notice of meeting.

Attendance in person and by proxy

- (4) Eligible voters may only attend an annual or special general meeting held by electronic means by proxy or in person in the manner or manners specified in the notice of meeting.
- (5) If an eligible voter attends an annual or special general meeting by electronic means in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- (6) Eligible voters who wish to attend an annual or special general meeting held by electronic means by proxy must deliver a copy of their proxy to the council at least 24 hours before the meeting's start time.

- (7) Eligible voters attending an annual or special general meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
  - a. a loss of privacy;
  - b. connection and other technological problems;
  - c. an inability to participate in discussions; and(d)an inability to vote.
- (8) Eligible voters who attend an annual or special general meeting by electronic means are responsible for the manner or manners in which they attend and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect.

Registration and quorum at electronic meetings

- (9) Eligible voters must announce themselves, provide their name and strata lot number when joining the annual or special general meeting held by electronic means.
- (10) Eligible voters must provide proof of their identity if requested to do so by the Council.
- (11) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- (12) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (13) If an eligible voter loses their connection to the meeting:
  - (a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - (b) the meeting will continue in their absence unless their absence results in a loss of quorum.

Voting at electronic meetings

- (14) Voting at an annual or special general meeting held by electronic means will be carried out by roll call or any other method specified in the notice of meeting.
- (15) The council will:
  - (a) tally the votes cast for and against on each resolution and who cast them, and
  - (b) announce the result of each vote.
- (16) Eligible voters who attend an annual or special general meeting by electronic means waive their right to:
  - (a) demand a secret ballot be held; and
  - (b) secrecy or anonymity of the voter's vote.

Conflict of bylaws

- (17) Subject to subsection (18), all other bylaws pertaining to the calling and holding of annual or special general meeting continue to apply.

(18) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

Bill, PRESIDENT

Signature of Council Member

X Y. Donald, SECRETARY

Signature of Second Council Member

Date: March 17, 2021

VICTORIA LAND TITLE OFFICE

Aug-09-2019 12:56:14.001

CA7676402

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- 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.

Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2019.08.08 15:47:55 -07'00'
--------------------------------------	--------------------------------------------------------------------------------------------------

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)

Stevenson Luchies & Legh  
Barristers & Solicitors  
300 - 736 Broughton Street  
Victoria

BC V8W 1E1

Phone: (250) 381-4040  
File No. 16179-001

Document Fees: \$29.66

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 VIS1059**

Related Plan Number: **VIS1059**

SCANNED

**Form I**  
**Amendment to Bylaws**


[am. B.C. Reg. 312/2009, s. 7.]

(Section 128)

The Owners, Strata Plan VIS1059 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on March 6, 2019:



Signature of Council Member



Signature of Second Council Member (not required if council consists of only one member)

Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**1. BYLAW AMENDMENT ~ QUORUM****27. QUORUM FOR ANNUAL OR SPECIAL GENERAL MEETING**

Unless otherwise provided in the bylaws, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned for 15 minutes from the appointed time at the same place but, if at the time which the meeting is adjourned a quorum described by the SPA's s. 48 (2) (a) is not present within 15 minutes from the time appointed for the meeting, the eligible voters present in person or by proxy constitute a quorum.

**2. BYLAW AMENDMENT - SMOKING**

40. Smoking or vaping on the common property, limited common property or any common area is prohibited. Smoking or vaping in a Strata Lot must not cause a nuisance or hazard to another person or unreasonably interfere with the rights of other persons to use and enjoy the common property, limited common property, any common area or another Strata Lot as per bylaw 3.1

For the purposes of this bylaw, the following definitions apply:

- (a) "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other organic substances such as marijuana;
- (b) "vaping" includes inhaling, exhaling, vaporizing, carrying or using an activated e-cigarette.

**3. BYLAW ADDITION - PARKING**

36.1 Common property parking spots are restricted to personal-use, licensed, insured motor vehicles less than 22 feet in length. Specifically excluded are sheds, boats, trailers, commercial vehicles, oversized vehicles, fifth wheels and motorhomes greater than 22 feet in length. Only those residents with vehicles that meet the parking bylaws and that hold a valid handicap permit, as required by law, may park in the common property spots designated as handicap parking.

Any vehicle in contravention of the parking bylaws specified in 36.1 or 36.2 parked on common property may be subject to a \$100.00 fine and may be towed at the owner's expense.

**4. BYLAW ADDITION**

3.7 No strata lot, common property, limited common property or any common area may be used or occupied for the purpose of the growing, producing, harvesting, storing, marketing, selling or distribution of marijuana or cannabis plants.

VICTORIA LAND TITLE OFFICE

Jul-02-2019 15:36:42.001

CA7597813

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
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Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2019.07.02 15:30:12 -07'00'
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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)

Stevenson Luchies & Legh  
Barristers & Solicitors  
300 - 736 Broughton Street  
Victoria

BC V8W 1E1

Phone: (250) 381-4040  
File No. 16179-001

Document Fees: \$29.66

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 VIS1059**

Related Plan Number: **VIS1059**



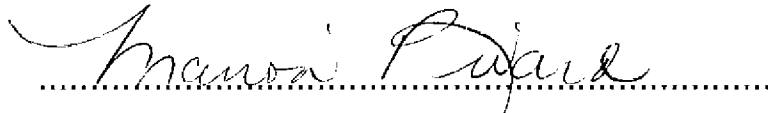
SCANNED

**Form I**  
**Amendment to Bylaws**

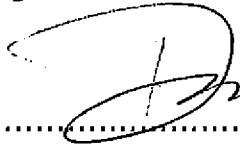
[am. B.C. Reg. 312/2009, s. 7.]

*(Section 128)*

The Owners, Strata Plan VIS1059 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on March 6, 2019:



.....  
Signature of Council Member



.....  
Signature of Second Council Member (not required if council consists of only one member)

Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.



### **Bylaw/Rule Violations Complaint Filing Protocol**

Section 135 of the *Strata Property Act* holds the Strata Corporation responsible to enforce the Strata Bylaws/Rules. The *Strata Property Act* also requires that Bylaw/Rule violation complaints must be received in writing. In order to assist residents that are initiating complaints of Bylaw/Rule violations, please follow the protocol below:

- 1) Refer to the Strata Corporations Bylaws and Rules to ascertain that a Bylaw/Rule violation has occurred. If there is no applicable Bylaw/Rule violated, the *Strata Property Act* does not allow the Strata Corporation to take action.
- 2) Please complete all sections of the 'Bylaw/Rule Violation Complaint Form'. Try to be certain that the unit number from which the violation has occurred is correct. Once completed, the complaint form should be sent to Bayview Strata & Rental Services.
- 3) Upon receipt of the Complaint Form and verification that a valid Bylaw/Rule violation has occurred, the Strata Council will authorize a 'Bylaw/Rule Violation Warning Letter' be sent to the alleged violator.
- 4) Allow sufficient time for the Warning Letter to be received and complied with (standard 14 days). Should the same Bylaw/Rule violation occur again, it would be necessary to complete an additional Complaint Form. Please be sure to identify if this is a repeat offence.
- 5) Upon receipt of the Complaint Form with the repeat offence details, a 'Bylaw/Rule Violation Fine Letter' will be sent. Please be aware that Section 135 of the *Strata Property Act* allows the recipient the right to request a hearing before Strata Council.
- 6) If a hearing is requested, you may or may not be contacted by the Strata Council. In accordance with the Person Information & Protection Act, copies of correspondence between strata and violator will not be sent to you, nor will your identity be divulged.

**Please submit the completed Bylaw/Rule Violation form to our office by email to [cheyanna@bayviewmanagment.ca](mailto:cheyanna@bayviewmanagment.ca), by fax 250-586-1102 or by mail.**

VICTORIA LAND TITLE OFFICE

May-01-2018 14:44:49.001

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

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Joanne Johnson 6TDQIX	Digitally signed by Joanne Johnson 6TDQIX Date: 2018.05.01 14:40:15 -07'00'
--------------------------	--------------------------------------------------------------------------------------

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

Joanne L. Johnson and Barbara J. Burns, Notaries Public  
850B-12th Avenue

LTO#:10174 Phone: 250 286-3636  
Auth Agent:

Campbell River BC V9W 6B5

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 STRATA PLAN VIS1059**

Related Plan Number: **VIS1059**

*Strata Property Act*

Form I

AMENDMENT TO BYLAWS  
(Section 128)

The Owners, Strata Plan VIS 1059 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 18, 2018:

**New Bylaw**

**37.4 Move-In Fee**


Effective April 1, 2018, an owner must pay a non-refundable fee of \$100.00 on or before the move-in date for each move into the owner's strata lot. This fee is applicable whether the move relates to a change in tenancy or occupancy. Owners will be required to submit the fee when filing a Form "F" or Form "K". Failure to pay the fee will result in fines to non-compliant owners.

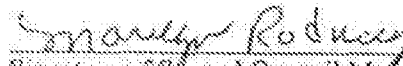
**Bylaw Amendment**

**1.0 Payment of Strata Fees and Special Levies**

**Replace Bylaw 1.2 with:**

An owner is required to sign a Payor's PAD Agreement Form for the payment of monthly strata fees in order that the Strata Corporation can electronically withdraw the fees from the owner's account on the first day of each month. The owners further agree to sign a new Payor's PAD Agreement whenever there is a change to banking information other than the amount of the strata fees.

  
ROBERT WATERS  
Signature of Council Member

  
MARILYN RODWAY  
Signature of Second Council Member (not required if council consists of only one member)

VICTORIA LAND TITLE OFFICE

Dec-18-2013 12:01:50.001

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
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1. CONTACT: (Name, address, phone number)

THE OWNERS STRATA PLAN VIS1059

250-286-9765

321-585 SOUTH DOGWOOD STREET

CAMPBELL RIVER BC V9W 6T6

Document Fees: \$24.20

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 COMMON PROPERTY STRATA PLAN VIS1059**

Related Plan Number: **VIS1059**

**Form I**

**Strata Property Act**

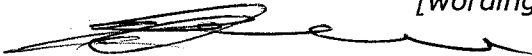
[am. B.C. Reg. 312/2009, s. 7.]

**AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan ..... VIS 1059 ..... [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on ..... NOVEMBER 17, 2013 ..... [month day, year]\*:

(SEE ATTACHED)  
[wording of bylaw amendment]



.....  
STAN MASON, VICE-PRESIDENT, VIS 1059

Signature of Council Member

DBell  
.....  
DIANA BELL, PRESIDENT VIS 1059

Signature of Second Council Member (not required if council consists of only one member)

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**Strata Corporation VIS 1059 is governed by the *Strata Property Act*, Schedule of Rockland House Bylaws registered in Victoria on November 17, 2007 and amendments registered in Victoria on March 29, 2011, except for the following revisions to Section 1.2 Pre-Authorized Debit, and Section 1.7 new bank fees for dishonoured payments. We are also adding Section 6.1(d) (ii) and adding Section 36.2.**

**Following is the text of the revised Bylaws and new sections approved by members of Strata Corporation VIS 1059 and recorded in the minutes of the Annual General Meeting held on November 17, 2013.**

- **Amended Bylaw Change, Section 1.2--**“An owner must sign a payment authorization form for the amount of the monthly strata fees in order that the Strata Corporation can electronically withdraw the fees from the owner’s account on the first day of each month. The owners further agree to sign a new authorization form whenever there is a change to the amount of the strata fees that are due, or there is a change in banking information;” **(This bylaw approved with 25 Yes Votes and 3 No Votes)**
- **Amended Bylaw Section 1.7—**““Each dishonoured payment will be subject to a fine of \$35.00.” **(This bylaw approved unanimously by 28 members present)**
- **Resolution to add Section 6.1(d) (ii) --** “An owner/tenant shall not be permitted to install skylight or solar tube lighting at Rockland House. Furthermore, an owner/tenant shall not be permitted to create holes in the roof for any reason.” **(This bylaw approved unanimously by 28 members present)**
- **Resolution to add Section 36.2 to Bylaws--**“Non-resident owners who rent out their strata units may not park their vehicles on Rockland House common property.” **(This bylaw approved unanimously by 28 members present)**

VICTORIA LAND TITLE OFFICE

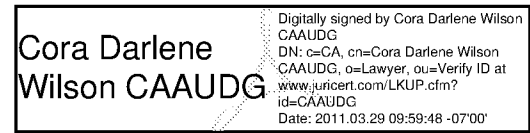
Mar-29-2011 10:02:27.001

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 6 PAGES

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

Cora D. Wilson, C.D. Wilson Law Corporation

Barrister & Solicitor

630 Terminal Avenue North

NANAIMO,

BC V9S 4K2

Tel: 250-741-1400

File: 4513

Document Fees: \$23.75

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA PLAN VIS1059**

Related Plan Number: **VIS1059**



***Strata Property Act***

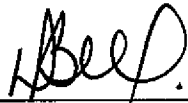
**Form I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VIS1059 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 27, 2011:

**SEE ATTACHED AMENDMENTS TO BYLAWS**



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

DIANA Bell



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

Darlene Pollock

**THE BYLAWS OF  
THE OWNERS, STRATA PLAN NO. VIS1059  
ROCKLAND HOUSE, CAMPBELL RIVER, BC**

**WHEREAS** The Owners, Strata Plan No. VIS1059 (the “Strata Corporation”) wishes to amend the bylaws of the Strata Corporation pursuant to the Strata Property Act, S.B.C. 1998, Chapter 43;

**NOW THEREFORE BE IT RESOLVED** by 3/4 vote of the Strata Corporation pursuant to section 128 of the Strata Property Act, S.B.C. 1998, Chapter 43, that the Bylaws of Strata Plan No. VIS1059, registered in the Victoria Land Title Office on November 19, 2007 under Instrument No. FB120998 (the “Registered Bylaws”) shall be altered, amended or added to, as follows:

1. Bylaw 6.1(i) shall be deleted and replaced with the following:
  - (i) Flooring, subject to Bylaw 52;
2. The following shall be added as Bylaw 6.1(j) and shall read as follows:
  - (j) Walls, including non-bearing walls, interior or exterior walls.
3. Bylaw 6.2 shall be deleted and replaced with the following:
  - 6.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 6.1, but may make approval conditional upon the owner:
    - (a) entering into an “Alteration Agreement” and complying with the terms and conditions of the Alteration Agreement, including the requirement that the owner is responsible for any expenses relating to the Alteration; and,
    - (b) complying with one or more conditions set out in bylaws 6.2 – 6.5 and bylaws 7.3 – 7.9, imposed in the discretion of the Strata Council.
4. Bylaw 36.1 shall be amended by deleting the word “oversized” and by deleting the phrase “as stated in Rule 1.1” and the amended bylaw shall read as follows:
  - 36.1 A Resident may only park/store any commercial or recreational vehicle, including but not limited to a boat, trailer or camper in a designated area, with Council’s prior permission, in writing. Proof of storage insurance will be required before such permission will be granted.

- 2 -

5. The following bylaw shall be added as Bylaw 50.1:

50.1 A Resident or visitor shall not jump the first floor patio railings to access a Strata Lot. A fine of \$50.00 may be levied for each infraction of this bylaw.

6. The following bylaw shall be added as Bylaw 52:

**52 FLOORING ALTERATIONS**

52.1 Subject to Bylaw 52.2, replacement of existing flooring with hardwood, laminate or any other similar type of flooring in a Strata Lot or portion of a Strata Lot is prohibited, except as approved by Strata Council.

52.2 If a Resident suffers from a physical disability as defined in the Human Rights Code, R.S.B.C. 1996, c. 21, that Resident may make an application to the Strata Council for an exception from the application of bylaw 52.1 by providing to the Strata Council a doctor's certificate or other satisfactory evidence of the physical disability and an exception may be made provided that the Resident:

- (a) complies with one or more of the conditions set out in bylaws 6.0 and 7.0 imposed in the discretion of the Strata Council;
- (b) takes all reasonable steps to mitigate against noise transfer to the satisfaction of the Strata Council; and,
- (c) agrees, in the event of a sale of the Strata Lot, that the flooring change approved under this bylaw shall be removed and an approved flooring shall be restored at the owner's sole expense and in compliance with these bylaws.

**"THE END"**

ROCKLAND HOUSE STRATA VIS1059  
Strata Council Meeting February 27, 2011  
ANNUAL GENERAL MEETING

APPENDIX C

STILL TO BE FILED THROUGH LEGAL TO VICTORIA  
PASSED AT AGM FEBRUARY 27, 2011

THE BYLAWS OF  
THE OWNERS, STRATA PLAN NO. VIS1059  
ROCKLAND HOUSE, CAMPBELL RIVER, BC

WHEREAS The Owners, Strata Plan No. VIS1059 (the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that the Bylaws of Strata Plan No. VIS1059, registered in the Victoria Land Title Office on November 19, 2007 under Instrument No. FB120998 (the "Registered Bylaws") shall be altered, amended or added to, as follows:

1. Bylaw 6.1(i) shall be deleted and replaced with the following:
  - (i) Flooring, subject to Bylaw 52;
2. The following shall be added as Bylaw 6.1(j) and shall read as follows:
  - (j) Walls, including non-bearing walls, interior or exterior walls.
3. Bylaw 6.2 shall be deleted and replaced with the following:
  - 6.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 6.1, but may make approval conditional upon the owner:
    - (a) entering into an "Alteration Agreement" and complying with the terms and conditions of the Alteration Agreement, including the requirement that the owner is responsible for any expenses relating to the Alteration; and,
    - (b) complying with one or more conditions set out in bylaws 6.2 – 6.5 and bylaws 7.3 – 7.9, imposed in the discretion of the Strata Council.
4. Bylaw 36.1 shall be amended by deleting the word <sup>OVERSIZED</sup> "commercial" and by deleting the phrase "as stated in Rule 1.1" and the amended bylaw shall read as follows:
  - 36.1 A Resident may only park/store any <sup>COMMERCIAL</sup> oversized or recreational vehicle, including but not limited to a boat, trailer or camper in a designated area, with Council's prior permission, in writing. Proof of storage insurance will be required before such permission will be granted.

ROCKLAND HOUSE STRATA VIS1059  
Strata Council Meeting February 27, 2011  
ANNUAL GENERAL MEETING

APPENDIX C

- 2 -

5. The following bylaw shall be added as Bylaw 50.1:

50.1 A Resident or visitor shall not jump the first floor patio railings to access a Strata Lot. A fine of \$50.00 ~~shall~~ <sup>may</sup> be levied for each infraction of this bylaw.

6. The following bylaw shall be added as Bylaw 52:

**52 FLOORING ALTERATIONS**

52.1 Subject to Bylaw 52.2, replacement of existing flooring with hardwood, laminate or any other similar type of flooring in a Strata Lot or portion of a Strata Lot is prohibited, *except as approved by Strata Council*.

52.2 If a Resident suffers from a physical disability as defined in the *Human Rights Code*, R.S.B.C. 1996, c. 21, that Resident may make an application to the Strata Council for an exception from the application of bylaw 52.1 by providing to the Strata Council a doctor's certificate or other satisfactory evidence of the physical disability and an exception may be made provided that the Resident:

- (a) complies with one or more of the conditions set out in bylaws 6.0 and 7.0 imposed in the discretion of the Strata Council;
- (b) takes all reasonable steps to mitigate against noise transfer to the satisfaction of the Strata Council; and,
- (c) agrees, in the event of a sale of the Strata Lot, that the flooring change approved under this bylaw shall be removed and <sup>an</sup> the original flooring shall be restored at the owner's sole expense and in compliance with these bylaws. *Approved*

"THE END"

19 NOV 2007 13 46

FB120998

VICTORIA, BC  
November 14, 2007

**REGISTRAR,**

Land Title Office  
Victoria, B.C.

1DF

Please receive herewith the following document for filing:

**FORM I - NOTIFICATION OF AMENDMENT TO BYLAWS**

*Mary Milner*  
\_\_\_\_\_  
Signature

NAME OF APPLICANT: MARY MILNER

ADDRESS: c/o C.D. WILSON LAW CORPORATION

630 TERMINAL AVENUE NORTH

NANAIMO, B.C., V9S 4K2

TELEPHONE: (250) 741-1400

19 NOV 2007 13 46

FB120998

**Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan V15 1059 [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on 10/28/2007 [month day, year]\*:

[wording of bylaw amendment]  
*BYLAW AMENDMENTS ATTACHED*

AW 07/11/19 13:49:04 01 VI  
DOC FILE

782738  
\$21.75

*L. Williamson, Secretary*

Signature of Council Member

*M. Kennie, President*

Signature of Second Council Member (not required if council consists of only one member)

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

Strata Property Act  
Form 1  
Amendment to Bylaws  
(Section 128)

The Owners of Strata Plan VIS 1059 certify that the following and 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 the 23 day of September, 2007.

**THE OWNERS, STRATA PLAN VIS 1059 – ROCKLAND HOUSE**

**WHEREAS:**

- A. The Strata Corporation wishes to pass bylaws so as to be in conformity with the *Strata Property Act*;
- B. The Strata Corporation wishes to repeal all statutory bylaws and registered bylaws and to adopt these Consolidated Bylaws as the bylaws of the Strata Corporation;

**BE IT RESOLVED** that all Bylaws registered in the Victoria Land Title Office to the date hereof (the “First Bylaws”) shall be repealed including Instrument No. ET030299 registered on March 21, 2002 and Instrument No. EV059120 registered on June 6, 2003 and the Statutory Bylaws are hereby repealed and replaced with these Consolidated Bylaws

**PREAMBLE:**

These Consolidated Bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the Consolidated Bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant and every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act, SBC 1998, c. 43* (the “SPA”). For the purposes of these Consolidated Bylaws, “Residents” means collectively, owners, tenants and occupants and “a Resident” means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the SPA does not apply to the Strata Corporation.

**All Residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.**



Condominium living is different from apartment or single family home living, so in order to avoid the misuse of our building, Bylaws and rules govern the Residents and fines may be imposed on offenders by the Strata Council. Fines and other enforcement remedies are a reminder that Bylaws and rules are only of benefit if they are enforced against those persons who break them. These steps are reluctantly taken by Council. Council members are not police officers. However, they must act in the best interests of the Strata Corporation.

# ROCKLAND HOUSE BYLAWS

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**DIVISION 1-DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS****1.0 PAYMENT OF STRATA FEES AND SPECIL LEVIES**

- 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 An owner must provide the Strata Corporation with twelve (12) consecutive monthly post-dated cheques for Strata Fees for the fiscal year of the Strata Corporation, dated on the first day of each month.
- 1.3 An owner may request in writing an exception to bylaw 1.2.

**Interest Charges:**

- 1.4 The Strata Corporation's schedule for the payment of Strata Fees shall provide:
- (a) For purposes of the monthly strata fee, that:
    - (i) the Strata Fees are to be paid by an owner on or before the first day of the month to which the strata fee relates; and,
    - (ii) shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula;
  - (b) For purposes of a Special Levy, that:
    - (i) the Special Levy shall be deemed to constitute a strata fee of the strata corporation for purposes of this bylaw;
    - (ii) shall be deemed to be in the amount for each strata lot specified in a special resolution approved by a  $\frac{3}{4}$  vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula; and,
    - (iii) shall be deemed to be due and payable on the date or dates specified in a special resolution approved by a  $\frac{3}{4}$  vote of owners pursuant to section 108 of the *Strata Property Act*.
  - (c) The Strata Corporation may charge an owner who is late paying his/her Strata Fees, (comprised of the monthly Strata Fee and/or any Special Levy) interest at the rate of 10% per annum, compounded annually, or the maximum rate of interest stipulated in the Regulations to the *Strata Property Act* from time to time.

**1.5 Full Indemnity of Legal Costs:**

- (a) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts

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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.

(b) 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.

(c) Any legal costs or expenses so incurred by the strata corporation shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

- 1.6 In addition to interest pursuant to bylaw 1.4, the failure to pay Strata Fees on the due date will result in a fine of \$25.00 for each contravention of bylaw 1.1.
- 1.7 Each dishonored cheque will be subject to a fine of \$25.00.
- 1.8 In addition to interest pursuant to bylaw 1.4, the failure to pay a Special Levy on the due date will result in a fine of \$50.00 for each contravention of bylaw 1.4.

## **2.0 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

- 2.1 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.
- 2.2 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 USE OF PROPERTY**

- 3.1 A Resident 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 contrary to the Municipal bylaw for the City of Campbell River,
  - (c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
  - (d) Is illegal or injurious to the reputation of the building,
  - (e) Is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- 3.2 A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 An owner is responsible for any damage caused by occupants, tenants or visitors to that owner's Strata Lot or another strata lot, the limited common property or the common property **and shall pay within 30 days of written notice.**
- 3.4 An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission or negligence or by that owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3.1, 3.2 and 3.3, any insurance deductible paid or payable by the Strata Corporation for insurance coverage will be charged to the owner.
- 3.5 A Resident must not use, or permit to be used, the Strata Lot except as a private dwelling home and, unless granted prior written approval by the Council, a Resident must not allow more than two persons to occupy a Strata Lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a Strata Lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 3.5, a "person" is defined to include children, but excludes visitors staying for less than 30 days with an owner, occupant or tenant of a Strata Lot.
- 3.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 3.5 may appeal to the Council for permission to be exempt from this bylaw on the basis of hardship and the Council must not unreasonably refuse the appeal.
- 4.0 PETS AND ANIMALS**
- 4.1 A Resident or visitor must not keep any pets on a Strata Lot or common property or on land that is a common asset except in accordance with these bylaws.
- 4.2 A Resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 4.3 A Resident must not keep a pet on a Strata Lot other than one of the following;
- (a) A reasonable number of fish or other small aquarium animals;
  - (b) Two (2) small caged mammals;
  - (c) Up to two (2) caged birds;
  - (d) ONE small dog or ONE cat. A small dog is defined as a dog whose height is 14" or less measured at the front shoulders.
- 4.4 A Resident or visitor must not permit a loose or unleashed pet (leashes cannot exceed six (6) feet in length) at any time on the common property or on land that is a common asset. Any pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the Strata Lot

owner.

- 4.5 A Resident must not harbor exotic pets, including but not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 4.6 A Resident must not keep a pet, which is a nuisance on a Strata Lot, on common property or on land that is a common asset. If a Resident has a pet which is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by other Residents or their visitors of a strata lot, common property or common assets, the Council may order such pet to be removed permanently from the Strata Lot, the common property or common asset or all of them.
- 4.7 If an owner or tenant fails to remove a pet or cause the pet to be removed after notice to that effect from the Council and in contravention of bylaw 4.6, then that owner or tenant will be subject to a \$200.00 fine every seven (7) days until the owner or tenant complies with the order of Council.
- 4.8 Notwithstanding bylaw 4.7, a Resident whose pet contravenes bylaw 4.6 may in the discretion of council be subject to an immediate injunction application to the Supreme Court and the owner or tenant of the Strata Lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction and take any other steps necessary or required to remove the pet, including legal costs as between a solicitor and his own client.
- 4.9 A Resident or visitor must ensure that a pet is kept quiet, controlled and clean; any excrement on common property or on land that is a common asset must be immediately disposed of by the Resident. **Pets must not be walked within 15 feet of the outside of the building.** Pet food must remain inside the Strata Lot.
- 4.10 A Resident or visitor must keep a pet only in a Strata Lot, except for when going in or out of the building. The Resident or visitor must carry or keep the pet on a short three (3) foot leash when the pet is in the interior of the building, including the elevator.
- 4.11 An owner or tenant must assume responsibility for all liability related to actions by his or her pet, or the pets of their visitors, regardless of whether the owner or tenant had knowledge, notice or forewarning of the likelihood of such action.
- 4.12 A Resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset.
- 4.13 An owner or tenant who contravenes any of bylaws 4.1 to 4.5 (inclusive) or 4.9 to 4.12 (inclusive) will be subject to a \$50.00 fine for the first offense. If the contravention continues the fine will increase to the maximum fine as indicated under bylaw 25.1.

**5.0 INFORM STRATA CORPORATION**

- 5.1 Within two (2) weeks of becoming an owner, that owner must notify the Strata Corporation of the Strata Lot number, the new owner's name, mailing address outside the Strata Plan, if any, vehicle description and licence plate number, if any.
- 5.2 An owner must notify the Strata Corporation within two (2) weeks of renting all or part of a residential Strata Lot. The owner must give the Strata Corporation a copy of the notice (Form K) signed by the tenant stating the names of all occupants and the mailing address outside the Strata Plan if any, vehicle descriptions and licence plate numbers, if any.
- 5.3 If an owner fails to comply with bylaw 5.2, the tenant is still bound by the bylaws and rules, but may within 90 days of learning of the owner's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord in accordance with section 146(3) of the SPA.
- 5.4 If a tenant ends a tenancy agreement under bylaw 5.3, the owner must pay the tenant's reasonable moving expenses to a maximum of one month's rent pursuant to section 146(4) of the SPA.

**6.0 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

- 6.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
- (a) The structure of the building;
  - (b) The exterior of the building;
  - (c) Chimneys, stairs, balconies or other things attached to the exterior of the building;
  - (d) Doors, windows or skylights on the exterior of the building, or that front on the common property;
  - (e) Fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) Common property located within the boundaries of a Strata Lot;
  - (g) Those parts of the Strata Lot that the Strata Corporation must insure under section 149 of the Act;
  - (h) Wiring, plumbing, piping, air conditioning and any other services.
  - (i) **Installation of any and all flooring, except for carpeting.**
- 6.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 6.1, but may require as a condition of its approval that the owner agrees to sign an "Alteration Agreement". The owner must undertake to comply with the terms and conditions of the Alteration Agreement and to take responsibility for any expenses relating to the Alteration.
- 6.3 An owner intending to apply to the Strata Corporation for permission to alter a Strata Lot must submit, in writing, detailed plans and written description of the intended alteration where such plans involve structural changes.
- 6.4 A Resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 6.5 An owner must ensure that the hours of work are restricted to between 8:00 a.m. to

5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner **MUST APPLY FOR PERMISSION IN WRITING** to the Council at least five business days before the holiday date.

- 6.6 An owner in contravention of bylaw 6.1 and/or 6.5 shall be subject to a fine of \$50.00 for each contravention, and he or she will be responsible for any clean up or repair costs.
- 7.0 OBTAIN APPROVAL BEFORE ALTERING COMMON/LIMITED PROPERTY**
- 7.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- 7.2 The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 7.3 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must;
- (a) Submit in writing details of the proposed Alteration,
  - (b) Provide a plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions,
  - (c) Provide the name of qualified/licensed contractor(s) who will perform the work;
  - (d) Provide any other documents or information which the Strata Council may reasonably require in order to grant permission,
  - (e) If the change constitutes a significant change in the use or appearance of common property or land that is a common asset, first obtain approval for the change by a resolution passed by a  $\frac{3}{4}$  vote of owners at a general meeting;
  - (f) Obtain all applicable permits, licences and appropriate from the appropriate government authorities and provide copies of same to the Strata Council before commencing the Alteration.
- 7.4 Upon receipt of an application for an Alteration, the Strata Council shall within four (4) weeks from the date of receipt of the application or an amended application either request further information, approve or reject the application in writing.
- 7.5 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including but not limited to, the following:
- (a) Perform the work or cause the work to be performed at the owner's sole cost,
  - (b) Covenant that the work will be performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws,
  - (c) Covenant that the standard of work and materials will be not less than that of the existing structure,
  - (d) Employ qualified and licenced contractors to perform the work,



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- (e) Rectify deficiencies to the work in a timely fashion,
- (f) Indemnify the Strata Corporation and save it harmless from any and all liability associated with the work,
- (g) Agree and obtain written agreement from subsequent owners that they will be responsible for the costs of all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the Alteration to common property, limited common property or common assets.

7.6 Deleted.

7.7 If an Alteration has been installed or constructed without the prior written permission of the Strata Council (Unauthorized Alteration), then the owner of the Strata Lot may apply to the Strata Corporation for permission to retain the Alteration.

7.8 The Strata Council may refuse to approve the Unauthorized Alteration with or without cause.

7.9 The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court against the owner of an Unauthorized Alteration 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 at the owner's expense, including legal costs of the Strata Corporation as between a solicitor and his own client.

7.10 A Resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.

7.11 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays an owner must apply for permission in writing to the Council at least five business days before the holiday date.

7.12 An owner in contravention of bylaws 7.1 and 7.2 shall be subject to a fine of \$50.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **8.0 PERMIT ENTRY TO STRATA LOT**

- 8.1 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 SPA

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- 8.2 An owner or tenant who improperly fails or refuses to provide access contrary to section 8.1 shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow an authorized person access. The Strata Corporation may commence court proceedings to compel access to the Strata Lot and the unit owner or tenant who unlawfully refused access shall not only be responsible for damages, but also shall be responsible for the legal costs of the Strata Corporation as between a solicitor and his own client.
- 8.3 If forced entry to a Strata Lot is required due to a required emergency access and the inability to contact the owner of the Strata Lot, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

## **DIVISION 2 – POWERS & DUTIES OF STRATA CORPORATION**

### **9.0 Repair and maintenance of property by Strata Corporation**

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

- (a) Common assets of the Strata Corporation;
- (b) Common property that has not been designated as limited common property;
- (c) Limited common property, but the duty to repair and maintain it is restricted to;
  - (i) Repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) The following, no matter how often the repair or maintenance ordinarily occurs:
    - A the structure of the building;
    - B the exterior of the building;
    - C chimneys, stairs, balconies and other things attached to the Exterior of the building;
    - D doors, windows and skylights on the exterior of the building or that front on the common property;
    - E Fences, railings and similar structures that enclose patios, Balconies and yards;
- (d) A Strata Lot, but the duty to repair and maintain it is restricted to
  - (i) The structure of the building,
  - (ii) The exterior of the building,
  - (iii) Chimneys, stairs, balconies and other things attached to the exterior of the building,
  - (iv) Doors, windows and skylights on the exterior of the building or that front on the common property,
  - (v) Fences, railings and similar structures that enclose patios, balconies and yards.

## **DIVISION 3 – COUNCIL**

### **10 COUNCIL SIZE**

- 10.1 The Council must have at least three (3) and not more than seven (7) members.

### **11 COUNCIL ELIGIBILITY**

- 11.1 The only persons who may be a Council member are any one of the following;
- (a) An Owner as defined in section 1 being the Definition section of the SPA;
  - and,
  - (b) Individuals, representing corporate owners.
- 11.2 No person may stand for Council or continue to be on Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under section 116(1) of the Act.
- 11.3 No person may stand for Council or continue to be on Council with respect to a Strata Lot if there are amounts owing to the Strata Corporation in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.
- 11.4 If a person cannot continue to be on Council pursuant to sections 11.2 or 11.3 of these bylaws, then that person shall be deemed to have resigned from Council effective on the earlier of the date that the Strata Corporation is entitled to register a lien against that person's Strata Lot or the date that the person is notified in writing of a default in the payment of money owing to the Strata Corporation.

## **12 COUNCIL MEMBERS' TERMS**

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

## **13 REMOVING COUNCIL MEMBER**

- 13.1 The Strata Corporation may, by a  $\frac{3}{4}$  vote at a general meeting, remove for cause one or more members of the Strata Council.
- 13.2 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.

## **14 REPLACING COUNCIL MEMBER**

- 14.1 If a Council member resigns or is deemed to have resigned or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 14.2 A replacement Council member may be appointed from any person eligible to sit on the Council.
- 14.3 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.
- 14.4 If all the members of the Council resign or are unwilling or unable to act for a

period of two (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 by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings

## **15 OFFICERS**

- 15.1 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.
- 15.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 15.3 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.
- 15.4 The Strata Council may by majority vote remove and replace an officer.
- 15.5 If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

## **16.0 CALLING COUNCIL MEETINGS**

- 16.1 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.
- 16.2 The notice in bylaw 16.1 must be in writing.
- 16.3 A Council meeting may be held on less than one week's notice if;
- (a) All Council members consent in advance of the meeting, or
  - (b) The meeting is required to deal with an emergency situation, and all Council members either;
    - (i) Consent in advance of the meeting, or
    - (ii) Are unavailable to provide consent after reasonable attempts to contact them.
- 16.4 The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

## **17.0 REQUISITION OF COUNCIL HEARING**

- 17.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.
- 17.2 If a hearing is requested under 17.1 the Council must hold a meeting to hear the application within two weeks of the request.

- 17.3 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.

## **18.0 QUORUM OF COUNCIL**

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

## **19 COUNCIL MEETINGS**

- 19.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 19.2 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.
- 19.3 If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 19.4 Owners may attend Council meetings as observers.
- 19.5 Despite bylaw 19.4, no observers may attend those portions of Council meetings that deal with any of the following:
- (a) Bylaw contravention hearings under section 135 of the Act;
  - (b) Rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

## **20 VOTING AT COUNCIL MEETINGS**

- 20.1 At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- 20.2 If there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- 20.3 The results of all votes at a Council meeting must be recorded in the Council meeting minutes and must identify the mover, seconded, and the results of the vote, including those in favor, those opposed, abstentions, conflicts or objections.

## **21 COUNCIL TO INFORM OWNERS OF MINUTES**

- 21.1 The Council must, upon request of an owner, circulate to or post for owners the minutes of all Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

## **22 DELEGATION OF COUNCIL'S POWERS AND DUTIES**

- 22.1 The Council may delegate some or all of its powers and duties to one or more Council member or persons who are not members of the Council, and may revoke the delegation
- 22.2 The following Committees, without limiting the generality of the foregoing, may be formed:
- (a) Bylaw committee;
  - (b) Repair committee;
  - (c) Security committee.

The mandate of each committee should be to investigate and report to the Strata Council, but in the absence of a recorded council resolution to the contrary, the committee cannot make expenditures.

- 22.3 The Strata Council is responsible to make all decisions regarding expenditures in keeping with the Building Maintenance Plan, the approved budget, approved resolutions of the owners, special levies and the policy of the Council from time to time.

## **23.0 SPENDING RESTRICTIONS**

- 23.1 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.
- 23.2 Unapproved expenditures
- (a) If a proposed expenditure has not been put forward for approval in the budget at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
  - (b) Subject to subsection 98(1) 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 \$12,000.00.

## **24.0 LIMITATION ON LIABILITY OF COUNCIL MEMBER**

- 24.1 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.
- 24.2 Bylaw 24.1 does not affect a Council member's liability as an owner, for a judgment against the Strata Corporation.
- 24.3 All acts done in good faith, 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.

#### **DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

##### **25.0 MAXIMUM FINE**

- 25.1 The Strata Corporation may fine an owner or tenant a maximum fine of:
- (a) A bylaw - \$200.00 (Regs7.1(1)(a));
  - (b) A Rule - \$50.00 (Regs7.1(1)(b)); and,
  - (c) A rental bylaw - \$500.00 (Regs7.1 (2)).

##### **26.0 CONTINUING CONTRAVENTION**

- 26.1 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.
- 26.2 The Council must, if it determines in its discretion that an owner or tenant is in repeated contravention of any bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the Strata fees for the Strata Lot and shall be due and payable together with the Strata fees for the Strata Lot in the next month following such contravention.

#### **DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS**

##### **27.0 QUORUM OF MEETING**

- 27.1 If within ½ hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further ½ hour on the same day and at the same place. If within a further ½ hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. (This bylaw 27.1 is an alternative to section 48(3) of the SPA.)
- 27.2 Bylaw 27.1 does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 adjourns that meeting pursuant to section 48(3) of the SPA.

##### **28.0 PERSON TO CHAIR MEETING**

- 28.1 The president of the Strata Council must chair annual and special general meetings.
- 28.2 If the president of the Council is unwilling or unable to act, the vice president of the Council must chair the meeting.
- 28.3 If neither the president nor the vice president of the Council chairs the meeting, a chair must be elected from the eligible voters who are present at the meeting.

##### **29 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

- 29.1 Residents may attend, as observers, annual and special general meetings, whether or not they are eligible to vote.
- 29.2 Persons, who are not eligible to vote, may participate in the discussion only if permitted to do so by the chair of the meeting.
- 29.3 Persons, who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **30 VOTING**

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 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.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of hands or voting cards, or by roll call, secret ballot or some other method.
- 30.4 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.
- 30.5 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 chair person, may break the tie by casting a second, deciding vote.
- 30.6 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.

### **31 ORDER OF BUSINESS**

- 31.1 The order of business at an annual and special general meeting is as follows;
- (a) Certify proxies 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 Act;
  - (j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;



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- (l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) Elect a Council, if the meeting is an annual general meeting;
- (n) Terminate the meeting.

#### **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTIONS**

### **32 VOLUNTARY DISPUTE RESOLUTION**

- 32.1 A dispute among owners and the Strata Corporation 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
- 32.2 A dispute resolution committee consists of;
- (a) One owner nominated by each of the disputing parties and one owner 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.
- 32.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **DIVISION 7 – MARKETING ACTIVITIES BY OWNERS**

### **33 SALE OF A STRATA LOT**

- 33.1 Real estate signs must not be displayed in a Strata Lot or on the common property except in the location designated by the Strata Corporation for real estate signs.
- 33.2 An owner or his/her agent shall;
- (a) Post signage to advertise the sale of a Strata Lot only in designated locations on designated posts as approved by the Strata Council.
  - (b) Show the common property and hold open houses only during the hours of 10:00 a.m. and 6:00 p.m. on each day.
  - (c) Ensure that the signage;
    - (i) Does not exceed 8" x 24" in size; and,
    - (ii) Is properly painted on a white background.

#### **DIVISION 8 – ADDITIONAL BYLAWS**

### **34 SMALL CLAIMS COURT ACTION**

- 34.1 Pursuant to section 171(4) of the SPA;
- (a) A  $\frac{3}{4}$  vote of unit owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the *Small Claims*

*Act*, including money owing as a fine, is not required pursuant to this bylaw.

- (b) The Strata Council is hereby authorized in its sole and absolute discretion to authorize legal proceeding in Small Claims Court to collect money owing and the requirement for a  $\frac{3}{4}$  vote of owners at a general meeting authorizing such proceedings is dispensed with.

### **35 INSURING AGAINST MAJOR PERILS**

- 35.1 The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser on an annual basis for the purposes of determining full replacement value pursuant to section 149(4)(a) of the SPA.
- 35.2 For purposes of section 149(4)(b) of the SPA, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including;
- (a) Earthquake insurance; and,
  - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.

### **36 PARKING**

- 36.1 A Resident may only park/store any oversized, commercial or recreational vehicle, including but not limited to a boat, trailer or camper in a designated area, as stated in Rule 1.1 with Council's prior permission, in writing. Proof of storage insurance will be required before such permission will be granted.

### **37.0 MOVING**

- 37.1 All moves must take place between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays, unless the Strata Council grants prior permission to the contrary.
- 37.2 When moving in or out of the building, the elevator door must not be left propped or blocked open. The elevator key may be obtained from Strata Council with a \$25.00 refundable deposit. Residents are requested to unload the elevator contents into the area outside the elevator on each floor, then keep the key but release the elevator so others can use it.
- 37.3 A Resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

### **38.0 APPEARANCE OF STRATA LOTS**

- 38.1 A Resident must not allow a Strata Lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the Strata Lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the Strata Lot owner or tenant.
- 38.2 A Resident must ensure that ordinary household refuse and garbage is securely

wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

- 38.3 A Resident must ensure that no air conditioning units, laundry, flags, clothing or bedding are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 38.4 A Resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 38.5 An owner can apply to the Strata Council for permission to install a satellite dish in accordance with the specifications laid out in the satellite dish installation agreement. The owner must agree to undertake the terms and conditions of this agreement and to take responsibility for any expenses relating to the installation.
- 38.6 A Resident wishing to hang or display articles stated in 38.3 and 38.4. inclusive, must have prior written permission from Council.

### **39 VISITORS AND CHILDREN**

- 39.1 Residents are responsible for the conduct of their visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the Council that does not disturb the rights of quiet enjoyment of other occupants and visitors.
- 39.2 An owner or tenant is responsible for the conduct of children visiting or residing in his or her Strata Lot, including ensuring that noise is kept at a level, in the sole determination of a majority of Council that does not disturb the rights of quiet enjoyment of occupants and visitors.
- 39.3 A Resident is responsible to assume liability for and properly supervise activities of children including, but without limiting the generality of the foregoing, bicycling, skateboarding, road hockey and other similar types of activity.

### **MISCELLANEOUS**

- 40 A Resident or visitor must not smoke in the hallways or elevator of the building and must only use ashtray receptacles where provided.
- 41 A Resident or visitor may only use or store propane for barbeques on their patios and otherwise in compliance with this bylaw. While in use a Resident or visitor must keep a propane barbeque a minimum distance of one (1) meter from the siding.
- 42 A Resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property.

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- 43 A Resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a Strata Lot.
- 44 A Resident or visitor must not use common property electrical.
- 45 A Resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising notices or other fixtures of any kind on the common property or in a Strata Lot, unless authorized by the Council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials
- 46 A Resident may post notices on the designated bulletin board, subject to being removed by the Council if deemed inappropriate or posted for a period of time in excess of one week.
- 47 A Resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of the Strata Lot or common property. A Resident or a visitor must also not sweep debris from their balconies to the ground.
- 48 A Resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building. Use only drapes or blinds in windows visible from the outside of the building.
- 49 An owner can apply to Council for permission to install an outside patio blind in accordance with the specifications laid out in the "Patio Blind Installation Agreement". The owner must undertake to comply with all the terms and conditions of this Agreement and to take responsibility for any expenses relating to the installation.
- 50 For the purpose of safety and fire prevention, live Christmas trees are not permitted in any Strata Lot.

**51 SEVERABILITY**

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

THE END