

VICTORIA LAND TITLE OFFICE

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STRATA PROPERTY ACT FILING  
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PAGE 1 OF 58 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.
- 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*.

Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2019.04.25 09:33:28 -07'00'
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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 VIS3990**

Related Plan Number: **VIS3990**

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CONSOLIDATED SECTION BYLAWS  
BOULDERWOOD RISE

**WHEREAS:**

- A. The strata corporation is comprised of a total of 33 strata Lots including 24 apartment strata lots housed in one building and 9 townhouse strata lots housed in three buildings;
- B. It is desirable to create separate sections for the apartment strata lots and the townhouse strata lots and to clarify the management, governance and administration of the strata corporation and each section as set out in these bylaws; and
- C. The Rental Limitation bylaw 32 registered on October 9, 2001 under instrument number ES088559 is retained and is reproduced in these Consolidated bylaws as bylaw 65, Division 12 - Rental Limitation bylaw;

Division 1 - Creation of Sections

1.1 Sections

- (1) A section (the "Apartment Section") is hereby created within the strata corporation consisting of strata lots 10 - 33 inclusive, (the "Apartment strata lots"). The Apartment Section will be referred to as Section 1 of The owners, Strata Plan No. VIS3990.
- (2) A section (the "Townhouse Section") is hereby created within the strata corporation consisting of strata lots 1 - 9 inclusive, (the "Townhouse strata lots"). The Townhouse Section will be referred to as Section 2 of The owners, Strata Plan No. VIS3990.

1.2 Powers And Duties Of A Section

- (1) With respect to a matter that relates solely to a section, the section is a corporation and has the same powers and duties as the strata corporation in accordance with s. 194 of the *Strata Property Act* (the "Act") to:
  - (a) establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to limited common property designated for the exclusive use of all the strata lots in the section;
  - (b) repair and maintain specified portions of one or more strata lots which are part of that section, except where such repair or maintenance is the responsibility of an owner or the strata corporation pursuant to these bylaws;
  - (c) budget and require section owners to pay strata fees and special levies for expenditures the section authorizes;
  - (d) sue or arbitrate in the name of the section;
  - (e) enter into contracts in the name of the section;
  - (f) acquire and dispose of land and other property in the name of or on behalf of the section; and

- (g) enforce bylaws and rules that apply to or were adopted by that section.
- (2) Each of the sections is prohibited from entering into a contract, or suing or arbitrating in the name of the strata corporation and the strata corporation has no liability for contracts made, or debts or legal costs incurred, by a section.
- (3) Each section has the same insurable interest as the strata corporation enjoys with respect to property located within each of the sections.
- (4) Each section may obtain insurance only for perils that are not insured by the strata corporation or for amounts that are in excess of amounts insured by the strata corporation.
- (5) Subject to section bylaws to the contrary, the eligible voters of each section may call and hold meetings and pass resolutions in the same manner as eligible voters in the strata corporation.
- (6) Each section may create bylaws and enforce those bylaws that relates solely to that section.
- (7) The executive of each section may make rules governing the use, safety and condition of:
  - (a) land and other property acquired in the name or on behalf of the section; and
  - (b) limited common property designated for the exclusive use of all of the strata lots in the section.
- (8) If a judgment against the strata corporation relates solely to the strata lots in a section, the judgment binds and is payable only by the owners of the strata lots in that section and each strata lot's share of the judgment is calculated on the same basis as a contribution to the operating fund of that section.

### 1.3 Apportionment Of Common Expenses

- (1) The contribution by an owner of a strata lot to the common expenses of the strata corporation and a section shall be levied in accordance with these bylaws.
  - (a) Common expenses shall be apportioned in the following manner, subject to a unanimous resolution under section 100 of the Act:
    - (i) common expenses that relate solely to a section, or to areas designated as limited common property for a section, or that relate to matters that are within the responsibility of a section to repair and maintain, shall be allocated to that section and shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots in that section; and
    - (ii) common expenses that do not relate solely to a section shall be for the account of the strata corporation and shall be borne by the owners in proportion to the unit entitlement of their strata lot.
  - (b) The following expenses, excluding any common property expenses, will be the responsibility of each of the sections, subject to a unanimous resolution under section 100 of the Act:

- (i) payments for contracts, insurance policies and/or any other goods or services obtained solely in the name of the section;
- (ii) utility costs which relate solely to the strata lots in a section, if such utility costs are separately metered;
- (iii) all expenses for common assets held in the name of a section;
- (iv) repair and maintenance expenses for limited common property designated for the exclusive use of strata lots in a section, excluding common property, as set out in these bylaws and subject to any alteration agreement in place.

## 2. Collection Of Strata Fees

- (1) Each of the Apartment and Townhouse Sections are entitled to establish their own operating fund and contingency reserve fund for the common expenses of the section.
- (2) The Executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners in each section will include the fees owing to the strata corporation and the fees owing to the owner's section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the operating fund of the strata corporation, the contingency reserve fund of the strata corporation, the operating fund of each section and the contingency reserve fund of each section.
- (4) Only authorized signatories for a particular section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that section.
- (5) Special levies approved by a section will be payable by the owners in such section to the strata corporation, which will deposit such special levy into the operating fund or the contingency reserve fund of such section, as requested by such section.
- (6) At the request of a section, the strata corporation will register a lien against an owner's strata lot if the owner's section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a section has not been paid by such owner.
- (7) At the request of a section, the strata corporation will not issue a Certificate of Payment if an owner owes money to the section unless arrangements satisfactory to the section have been made to pay the money owing.

## Division 2 - Duties of owners, Tenants, Occupants and Visitors

### 3. Payment Of Strata Fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

- (2) The schedule for the payment of strata fees for the strata corporation or a section 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 the special levy, that:
    - (i) the special levy shall be deemed to constitute a strata fee of the strata corporation or a section 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 or before the date 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 or a section may charge an owner who is late paying his/her strata fees, (comprised of the monthly strata fee and any special levy) interest at the rate of 10% per annum, simple interest, compounded annually or the maximum rate of interest stipulated in the Regulations to the *Strata Property Act* (the "SPA") from time to time.
- (3) All banking charges incurred by the strata corporation or a section as a result of cheque or electronic funds transfer, being dishonored by the owner's financial institution will be charged back to the owner.
- (4) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation as between a solicitor and his own client.
- (5) Within three (3) weeks after approval of the annual budget in each year, an owner must provide a preauthorized debit authorization in the amount of the monthly strata fees for his or her strata lot for the relevant fiscal year payable to the strata corporation or the section, as applicable.
- (6) 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, N.S.F 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;

- (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.

#### 4. Insurance And Risk Allocation

- (1) Subject to the regulations, the payment of an insurance deductible in respect of a claim on the strata corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the SPA.
- (2) Notwithstanding any other section of this 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 or a section to repair or replace damaged property, unless the strata corporation or a section has decided not to repair or replace under section 159 of the SPA.
- (3) 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*.
- (4) For purposes of section 149(4)(b) of the *Strata Property Act*, the strata corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
  - (a) earthquake insurance; and
  - (b) director's and officer's liability insurance for a minimum amount of \$2,000,000.00.
- (5) 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.



- (6) 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.
- (7) 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) washing machine;
    - (v) toilet, sink, bathtub and/or shower;
    - (vi) air conditioner;
    - (vii) fish tank;
    - (viii) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or
    - (ix) 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) Owners must provide proof of their insurance policy to the council within 14 days of receipt of a written request from the council.

#### 5.1 Use Of Property - General (Townhouse & Apartment Sections)

- (1) An owner, tenant, occupant, or visitor must not use a strata lot, the common property or common assets contrary to any of the following bylaws or in a way that:
- (a) causes a nuisance or hazard to another person;
  - (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, and no -owner, tenant or occupant shall harass any other owner, tenant or occupant;
  - (d) is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended to be used.
- (2) An owner, tenant, occupant, 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 or a section must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.
- (3) An owner, tenant, occupant or visitor shall not permit anything to be done in or about his/her strata lot or any strata lot or the common property which will increase the risk of fire, or the rate of fire insurance premiums or any other insurance premiums.
- (4) An owner, tenant, occupant or visitor must not make, cause or produce undue noise, smell, vibration, or glare in or about any strata lot or common property, or do anything which will interfere unreasonably with any other owner, tenant or occupant.
- (5) An owner, tenant, occupant or visitor must not:
- (a) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property such that it unreasonably interferes with the comfort of any other owner, tenant or occupant.
  - (b) make any sustained noise in a strata lot or the common property that is audible in another strata lot between the hours of 10 p.m. and 8 a.m.

- (6) An owner, tenant or occupant may only place decorations on their patio or balcony within the period spanning 30 days before and 14 days after the holiday which they are celebrating.
- (7) An owner, tenant or occupant shall not use the plumbing or electrical systems for any purpose other than those for which they were intended.
- (8) An owner, tenant or occupant shall not use a waterbed or water filled furniture in any strata lot.
- (9) An owner, tenant or occupants shall not shake any mops, rags or rugs from any window, door, balcony or patio and no dirt, dust, rubbish, or litter of any kind shall be swept from or thrown from any balcony, window or door.
- (10) An owner, tenant or occupant shall not feed wild birds except from enclosed bird feeders or feed wild animals from their strata lot or the common property. Those persons using bird feeders shall ensure that excess seed does not fall on the ground, subsequently attracting rodents and other undesirable animals.
- (11) An owner, tenant or occupant shall not store in or about his/her strata lot, the common property or the storage lockers any inflammable, explosive or hazardous materials.
- (12) An owner, tenant or occupant shall not conduct door to door canvassing within the confines of the strata corporation or a section.
- (13) An owner, tenant or occupant shall not install any radio, telephone or television antennae or receiving dish on the exterior of the building or strata lot.
- (14) An owner, tenant or occupant shall not post or display any sign, banner, poster or other similar type of material save and except as permitted under Federal and Provincial Election laws.
- (15) An owner, tenant or occupant shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the building.
- (16) An owner, tenant or occupant shall not leave personal property of any kind, in or about the common property areas and in no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property. All items left on the common property are at the risk of the owner, tenant or occupant.
- (17) An owner, tenant or occupant shall not use a barbeque in or about any strata lot or the common property areas other than those which are operated by gas or electricity.
- (18) An owner, tenant or occupant shall not engage in any sports activities on the common property or land that is a common asset that would cause damage thereto or which would create a nuisance.
- (19) An owner, tenant, or occupant must not use or install on or about the strata lot any shades, awnings, window or balcony guards or air conditioning devices except those installations approved in writing by the appropriate section executive.
- (20) Owners, tenants, occupants, or visitors should refrain from loitering or gathering in the common area hall or corridors in the Apartment Section in such a way that it causes a disturbance or interferes with the use and enjoyment of any other owner, tenant or occupant or their visitors.

- (21) Owners, tenants, occupants and visitors shall not operate drones in, over, on or from a strata lot or the common property.

## 5.2 Smoking Prohibitions

- (1) "Smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products. The term "Smoking" or "smoke" includes but is not limited to: tobacco smoking, use of electronic cigarettes, or vaporizers, heroin smoking, and crack smoking.
- (2) Owners, tenants, occupants, and visitors must not smoke in, or on all areas of the strata corporation's:
- (a) interior common property; and
  - (b) exterior common property that are within 8 metres (26 feet) of a door, window or air intake.
- (3) Owners, tenants, occupants, and visitors must not smoke in, or on a strata lot or any limited common property assigned to that strata lot. This prohibition shall include:
- (a) the interior of all strata lots, and
  - (b) exterior balconies and patios of all strata lots.
- (4) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building including inside the strata lots and on the patios and balconies.
- (5) Any owner who lets, rents, leases, grants licenses of occupancy, or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to all persons prior to their occupying the strata lot, that smoking is prohibited everywhere within the building including inside the strata lots and on the patios and balconies and such owner shall be responsible for any breach of these bylaws.
- (6) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for any owner, occupant, or tenant who uses tobacco:
- (a) in relation to a traditional cultural activity; or
  - (b) as part of a treatment regimen prescribed in writing by a doctor or other qualified medical professional for the treatment of a condition.
- (7) In granting accommodation pursuant to bylaw 5.2(6) the council may only do so in writing and may set out conditions under which the permission is granted, including the duration of the permission and any other reasonable conditions the council deems just in the circumstances. Any Human Rights based exemption granted by the council pursuant to bylaw 5.2(6) above shall apply only to the interior of the exempted person's strata lot and not the balconies or patios.
- (8) If the council receives complaints and determines that an owner, occupant, or tenant permitted to smoke tobacco, vaporizers or e-cigarettes, under these bylaws 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 tobacco in their strata lots, on 60 days written notice.

### 5.3 Cannabis Prohibitions

- (1) For the purposes of these bylaws, "cannabis" means the *Cannabis sativa*, *Cannabis indica*, and *Cannabis ruderalis* plants or any similar member of the *Cannabaceae* family, and any products derived therefrom.
- (2) owners, occupants, tenants, and visitors may not:
  - (a) grow or cultivate cannabis in or on a strata lot, the limited common property, or the common property;
  - (b) produce, process, or manufacture cannabis or any derivative thereof in or on a strata lot, the limited common property, or the common property; or
  - (c) barter, or sell cannabis or any derivative thereof, in or from a strata lot, the limited common property, or the common property.
- (3) In the event that the strata corporation receives a written complaint regarding an alleged contravention of subsection (2), the strata corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot or the limited common property on 24 hour's written notice to carry out an inspection of that strata lot or the limited common property to determine if a contravention of subsection (2) has occurred.
- (4) If, after having complied with the procedural requirements of section 135 of the *Strata Property Act*, the strata corporation determines that an owner, occupant, tenant or visitor has violated subsection (2), then it may:
  - (a) fine the owner or tenant of the subject strata lot up to \$200.00 per contravention or such higher amount as then permitted under the *Strata Property Act* and *Strata Property Regulation*;
  - (b) remove and dispose of any cannabis plants, cannabis processing or cannabis manufacturing equipment discovered during the inspection;
  - (c) clean and make good any damage to the strata lot, limited common property or common property caused by or arising out of the growing, cultivating, production, processing or manufacturing of cannabis; and
  - (d) charge back the cost of the inspection, removal, cleaning and restoration of the property back to the offending owner or tenant of the subject strata lot.
- (5) For the purpose of these bylaws: "smoking cannabis" or "smoke cannabis" means releasing into the air, gases, particles, or vapours as a result of combustion, electrical ignition or vaporization of cannabis when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (6) Owners, occupants, tenants, and visitors may not smoke cannabis:
  - (a) in a strata lot;
  - (b) on the limited common property patios and balconies;

- (c) in the interior common property and limited common property; or
  - (d) anywhere on the exterior common property within 8 meters of an exterior door, window, or air intake.
- (7) The prohibitions and restrictions in subsections (2) and (6) applies to both recreational cannabis use and those owners, tenants, or occupants who have obtained a valid:
- (a) non-medical cannabis retail licence from the Liquor and Cannabis Regulation Branch; or
  - (b) license to dispense medicinal cannabis;
  - (c) a valid authorization to possess / grow cannabis issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar or successor legislation.
- (8) Notwithstanding subsection (6) of this bylaw and any existing bylaw prohibiting or restricting smoking, an owner, tenant, or occupant may apply to the council for a human rights based exemption to this bylaw to permit them to smoke medical cannabis within their strata lot but not on their patios or balconies.
- (9) The council may only grant a human rights based exemption permitting smoking cannabis, or smoking cannabis based products in a strata lot to a person if the applicant provides the council with a written medical opinion from a qualified medical professional that:
- (a) Describes the applicant's pre-existing medical condition; and
  - (b) Smoking cannabis is necessary for the treatment of that pre-existing medical condition; and
  - (c) The applicant cannot or should not ingest cannabis in a form other than smoking cannabis due to the nature of the Applicant's pre-existing medical condition.
- (10) All owners, occupants, and tenants permitted to smoke cannabis in their strata lots pursuant to subsections (8) and (9) of this bylaw (the "Exempt Cannabis Smoker") 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 secondhand smoke from infiltrating the interior common property, or other strata lots.
- (11) If the council receives complaints and determines that an Exempt Cannabis Smoker is causing a nuisance or a hazard to the health of other owners, occupants or tenants, then the council may on 60 days written notice, revoke the Exempt Cannabis Smoker's right to smoke cannabis in their strata lots.

#### 5.4 Occupancy Restrictions

- (1) Each Apartment or Townhouse strata lot shall be occupied by one Family Unit. For the purposes of these bylaws "Family Unit" means one or more individuals occupying a strata lot who are related through marriage or common law, blood relationship, legal adoption, or legal guardianship.
- (2) Notwithstanding bylaw 5.4(1), no more than FOUR (4) persons may reside in a strata lot.

- (3) For the purposes of bylaw 5.4(3) a person shall be deemed to be residing in a strata lot if they spend more than 30 nights in any six-month period in the strata lot.
- (4) A section executive may grant an owner, tenant or occupant an exemption from bylaw 5.4(1), and (2), where the section executive is satisfied based on medical evidence provided by the applicant that they require a medical aid or a live-in caregiver.

#### 5.5 Restrictions on Boarders and Roommates

- (1) Owners must not rent, lease, let, or grant a license of occupancy of any sort whatsoever, over all, or part, of a strata lot to a boarder or roommate except as set out below.
  - (a) For the purposes of this bylaw the terms “boarders” and “roommates” are defined as any occupant of a strata lot who is not:
    - (i) a registered owner of the strata lot; or
    - (ii) a “Family Member” of a registered owner as that term is defined in section 8 of the *Strata Property Regulations*.
- (2) Owners may grant a license of occupancy over a room or rooms in their strata lot to one person by taking into occupation one boarder or one roommate provided that:
  - (a) The owner, and boarder or roommate complies with all other By-laws;
  - (b) The owner must remain ordinarily resident in the strata lot and may not be absent from their strata lot for more than TWO (2) WEEKS in any THREE (3) MONTH period during the residency of the boarder, or roommate;
  - (c) The owner shall advise the section executive when a boarder, lodger or roommate commences and terminates residency in the strata lot;
  - (d) The owner shall ensure that the license of occupancy granted to a boarder or roommate may be terminated on one calendar month’s notice by the owner or the Section in the event that the owner is absent from their strata lot for more than TWO (2) WEEKS in any THREE (3) MONTH period during the residency of the boarder, or roommate;
  - (e) In the event that the owner is absent from their strata lot for more than TWO (2) WEEKS in any THREE (3) MONTH period during the residency of the boarder, or roommate, the owner will terminate the boarder or roommate’s license of occupancy;
  - (f) In the event that the owner fails to terminate the boarder’s or roommate’s license of occupancy as required by subsection (2)(d) above, the Section, shall have the unfettered right as the agent of the owner to issue a notice of termination of the license of occupancy.
- (3) The owner shall be legally and financially responsible for any and all damage that the boarder or lodger may do to the common property.

6. Pets (Townhouse & Apartment Sections)

- (1) An owner, tenant or occupant shall not keep pets of any kind in or about a Townhouse strata lot or Apartment strata lot or the common property other than:
  - (a) no more than two (2) domestic cats; or,
  - (b) one (1) dog, provided that such dog shall not exceed the weight fully grown of 6.8 kilograms; or,
  - (c) one (1) cat and one (1) dog, provided that the dog complies with (b) above.
- (2) Pets that comply with the provisions of the *Guide Dog or Service Dog Act* are exempt from the restrictions stipulated in bylaw 6(1), and other pets that are required as living assistant pets, may obtain an exemption to allow the pet where the section executive is satisfied based on medical evidence provided by the applicant that they require the pet as part of a treatment regimen for their disability or medical condition.
- (3) An owner, tenant, occupant or visitor must:
  - (a) ensure that all dogs are leashed or otherwise secured and accompanied by the pet's owner or handler when on the common property or on land that is a common asset; and
  - (b) immediately clean-up of any pet excrement, urine or other bodily fluids left by their pets on common property, or limiter common property.
- (4) Responsibility for damages caused by cats or dogs to the common property, common assets and those parts of the strata lots that the strata corporation or a Section must repair and maintain, 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.
- (5) If the council or a section executive receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the applicable Executive may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (6) An owner, tenant or occupant must notify the section executive of the applicable section of any new pets or change in status of his or her current pet.

7. Use of Property - Apartment Section

- (1) An owner, tenant or occupant shall carry bicycles into the lobby, hallways or elevator of the building and they shall only be stored in their strata lot provided that they are not stored on the balcony. Bicycles may also be stored in the motorcycle room.
- (2) An owner, tenant or occupant shall not store on balconies any trunk, freezer, bicycle, or other goods and chattels of any kind except for patio furniture and flower boxes and barbecues.



- (3) An owner, tenant or occupant wishing to change their sun drapes or window covering on exterior windows must replace them with white or off-white drapes of the same colour and quality and such change must be approved by the council. Exterior doors, balconies or railing must not be painted unless the colour is the same as all other strata lots in the building and is approved in writing by the council.
- (4) The interior temperature of strata lots in the Apartment Section must be maintained at not less than 15 degrees Celsius whenever the outdoor temperature is below 10 degrees Celsius to prevent damage to the fire suppression system.
- (5) An owner, tenant or occupant must ensure that all garbage is placed in the proper receptacle in the Garbage Room off of the parkade. No items should be put in this room that is not in a receptacle.

#### 8. Use of Property - Townhouse Section

- (1) An owner, tenant or occupants must ensure that all garbage is bagged and stored outside only in approved garbage receptacles.
- (2) All owners, tenants or occupants shall ensure that the internal control valves for external hose bibs are shut off at any time that outside temperatures are at or below 0 degrees centigrade.

#### 9. Restrictions On Commercial Use And Use Of Strata Lots As Transient Accommodation

- (1) An owner, tenant or occupant shall not use his/her strata lot for a business purpose without first obtaining written permission from the applicable council or section executive and providing the council or section executive with a valid copy of a business license. The council or section executive shall not approve any business, including but not limited to garage sales, which is likely to cause nuisance to other strata lot occupants, create a parking concern or increase the strata insurance premiums, in the sole discretion of the council or section executive.
- (2) The use of a strata lot as transient accommodation is prohibited by the strata corporation's zoning.
- (3) For the purposes of this bylaw "transient accommodation" means:
  - (a) the use of all or a part of a strata lot for the temporary accommodation of persons including but not limited to travellers and the vacationing public for periods of under one month, and without limitation includes vacation rentals, boarding, hostel use, and bed and breakfast accommodation; but
  - (b) does not include the accommodation of visitors without receipt of remuneration.
- (4) Owners, occupants and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their strata lot for use as transient accommodation;
  - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as transient accommodation; or

- (c) rent, lease, or license their strata lot through a home exchange, or part of a home exchange program.
- (5) Where an owner, occupant or tenant contravenes bylaw 9(4)(a), the owner will be subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the strata lot is used as transient accommodation.
- (6) Where an owner, occupant or tenant contravenes bylaw 9(4)(b) or 9(4)(c), the owner will be subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for each time the strata lot is advertised or marketed as being available for use as transient accommodation.

10. Parking Areas - Townhouse And Apartment Strata Lots

- (1) An owner, tenant or occupant shall not keep or permit to be kept on the common property or on any land that is a common asset, utility trailers, trailer borne boats, motor homes, campers, fifth wheel trailers, travel trailers or other recreational vehicles of any type.
- (2) An owner, tenant, occupant or visitor must obtain the written approval of the strata corporation before parking a visitor's motor vehicle on the common property for more than forty-eight (48) hours in any 7 day period.
- (3) The speed limit in the parking areas are 15 km per hour. Owners, tenants or occupants not obeying the speed limit may be fined or have parking privileges revoked.
- (4) An owner, tenant or occupant must not park derelict or uninsured vehicles in any parking stall and in no case shall repairs of any kind be undertaken on any vehicle on the common property. Should a vehicle be considered a derelict by the council or section executive, in its sole discretion, the strata corporation may remove the vehicle from the common property on FOURTEEN (14) DAYS written notice, at the owner's expense.
- (5) An owner, tenant or occupant shall only use walkways, driveways and other means of ingress and egress for access to the Section's buildings and parking areas and shall ensure that such areas are kept free of obstruction at all times. In no case shall anyone block any fire lane or emergency access, including without restricting the generality of the forgoing any turnaround.
- (6) All motor vehicles shall park in designated parking stalls only. A violation of this bylaw may result in the section executive having the motor vehicle towed at the owner's expense.
- (7) Should someone park their vehicle in an owner's assigned parking stall without their permission, then a member of the section executive may call a tow truck and have the vehicle removed at the vehicle owner's expense.
- (8) Vehicles shall be washed in a manner so as to cause as little interference with the use of the parking areas by other owners as possible.
- (9) Guest parking spaces are located in the 3 spaces just outside the Apartment Section front door plus 3 spaces at the top of Boulderwood Rise and may be used for the following purposes:

- (a) guest parking provided that parking in excess of forty-eight (48) hours in any 7 day period shall require the prior written approval of the council;
  - (b) short term parking for trade's people; and,
  - (c) convenience parking not to exceed one hour for loading and unloading purposes to owners, tenants and occupants.
- (10) An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs.

11. Parking Areas - Apartment Strata Lots

- (1) Underground parking in the parkade below the apartment style building is for the use of the owners, tenants, occupants and visitors of the apartment style building. Each Apartment strata lot shall be assigned one (1) of the underground parking stalls.
- (2) Additional parking stalls may be assigned to owners, tenants or occupants requesting a second parking stall on a first come, first served basis. Provided that, failure to use the second assigned parking stall within one month of the approval, and consistently thereafter, with the identified second vehicle, shall lead to cancellation of this privilege.
- (3) Assigned parking stalls may not be rented, leased, sold, or sublet.
- (4) An owner, tenant or occupant shall not use parking stalls for storage and shall keep them clean and tidy and free from oil and gasoline which may damage the pavement.
- (5) When a strata lot is sold or when there is a change in occupancy, any parking space assigned to that lot is subject to reassignment by the section executive.
- (6) The section executive may consider availability, the waiting list and any other relevant factors when reassigning parking stalls.

12. Parking - Townhouse Strata Lots

- (1) Parking on the townhouse lanes is limited in space, and access must be provided at all times to emergency vehicles. At no time should any vehicle other than an emergency vehicle be left unattended in an emergency turn-around area. Vehicles belonging to guests of townhouse owners may park against the stone wall on the west side of the lane for a maximum of forty-eight (48) hours in any seven day period.
- (2) Underground parking in the parkade below the apartment style building is for the use of the owners, tenants, occupants and visitors of the Apartment Section only.

13. Towing - Apartment and Townhouse Strata Lots

- (1) The council or relevant section executive shall provide written notice of any violation of the parking bylaws to the owner or tenant and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the council or relevant

section executive, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.

- (2) 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.
- (3) The owner, tenant or occupant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and relevant section and save it harmless from and against all costs incurred by the strata corporation or relevant section, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

#### 14. Inform Strata Corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation and relevant section of the owner's name, strata lot number, phone number, email address (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 or relevant section of any changes to this information.
- (2) On request by the council, or the section executive or a member of either, any owner, occupant, tenant or visitor must provide his or her name and in which strata lot they are residing in or visiting.
- (3) The strata corporation must promptly make the information referred to in subsections (1) and (2) available upon request by the section of which the strata lot in question is a part.

#### 15. Obtain Approval Before Altering A Strata Lot Or The Common Property

- (1) 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 Alteration Agreement. The strata corporation and Section will ensure that a copy of all Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.
- (2) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw. The approval of Alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the Alteration was approved. The repair and maintenance of Alterations that existed prior to the adoption of this bylaw, whether or not they were approved by the section executive at the time, is governed by bylaws 19 and 20(4). The adoption of this bylaw does not grandfather pre-existing unapproved Alterations.
- (3) Before changing, upgrading, modifying, removing, or replacing any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) paint on balconies and patios;
- (e) doors, windows or skylights on the exterior of a building, or that front on common property;
- (f) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
- (g) fences, railings or similar structures that enclose a patio or balcony or yard;
- (h) all or a portion of flooring in a strata lot located above another strata lot;
- (i) interior or exterior walls; and
- (j) common property;

(herein referred to as an "Alteration") an owner must first obtain permission in accordance with subsections (4) to (8) below

#### Application Procedure

- (4) owners must apply to the section executive of the section in which their strata lot is located within in writing for permission to carry out an Alteration, at least six (6) weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
  - (a) details of the proposed Alteration;
  - (b) detailed 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 of proposed contractor(s) who will perform the work;
  - (d) any other documents or information which the section executive may reasonably require in order to grant permission;
- (5) Upon receipt of an application for an Alteration, the section executive 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 section executive 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 section as whole.

Conditions for Approval

- (7) As a condition of approving an Alteration the section executive may require an owner to do one or more of the following:
- (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;
  - (d) produce a copy of a valid building permit to the section executive prior to the commencement of the work, if required by the Municipality;
  - (e) employ qualified and licensed contractors or subcontractors to perform the work;
  - (f) 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 Section, to prepare specifications, provide inspection and certification service for the work;
  - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the section executive, failing which the Section may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
  - (h) observe any repair and maintenance schedule or policy imposed by the Section from time to time for the work;
  - (i) indemnify the Section and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
  - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
  - (k) obtain and maintain liability insurance of not less than two million dollars and name Strata Plan VIS 3990 and the relevant section as a co-insured party in the event of any claims which may arise against the Section from any person, related to possible damage incurred during the Alterations;
  - (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the section executive;
  - (m) cause all work to be conducted in accordance with the strata corporation's and Section'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 and not on Sundays or public holidays;

- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the section executive;
- (o) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration 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 Agreement;
- (p) remove and clean up any debris left outside the strata lot and on the common property areas by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the contractor's efforts be deemed inadequate by council;
- (q) provide the Section 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*;
- (r) provide written notice of the shutoff date and time period for shutting off a plumbing stack must be given to the affected owners at least 2 days in advance of the shutoff;
- (s) install replacement toilets that conform with the CRD requirement to use Low Flow models;
- (t) provide protection to common area floors, walls and ceilings as required for protecting these surfaces from dirt, dust and physical damage;
- (u) ensure, at the end of each working day, that the common areas have been cleaned and vacuumed as needed;
- (v) cover the cost of repairing any damage incurred or of further cleaning necessitated as a result of the Alteration;
- (w) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration; and
- (x) any other conditions reasonably required in the opinion of the section executive given the nature of the proposed Alteration.

#### Flooring Requirements

- (8) Owners, tenants and occupants shall not replace any existing flooring except with the same type and quality of floor covering unless the change is approved in writing by the section executive, for example, but not limited to, carpeting may not be replaced with hardwood flooring or linoleum with tile.

#### 16. Alterations Made Without Permission

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the section executive ("Unauthorized Alteration"), then the owner of that strata lot may apply to the Section for permission to retain the Unauthorized Alteration.

- (2) The section executive may refuse to approve the Unauthorized Alteration and may require its removal and the restoration of the strata lot to its former condition.
- (3) The Section 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*.
- (4) If the section executive does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (5) The section executive is authorized to take legal proceedings including an application to the *Civil Resolution Tribunal* pursuant to section 189.1 of the *Strata Property 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 or Section by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

17. Not Used

18. Permit Entry To Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation or the section executive 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:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or the section to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*; or
    - (ii) to ensure compliance with the *Strata Property Act* or these bylaws; or
    - (iii) to carry out fire safety inspections.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) For the purpose of bylaw 18(1)(a):
  - (a) an emergency is limited to actual or perceived:
    - (i) medical trauma or illness;
    - (ii) fire or smoke;
    - (iii) water penetration, leakage or flood;
    - (iv) structural damage.



- (b) authorized personnel is limited to:
  - (i) members of the 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 addition to the requirements of bylaw 18(3) in the event of an emergency entry where no-one is in the strata lot, and entry is gained in the absence of an owner or occupant of the strata lot, the strata corporation must provide a written report to the strata lot owner, within 48 hours setting out the details of the entry and the contact information of all persons who entered the strata lot during the emergency entry.
- (5) An owner or tenant who improperly fails or refuses to provide access contrary to section 18(1) shall be responsible for any damages or additional costs incurred by the strata corporation as a result of the failure to allow access. The strata corporation may:
  - (a) commence court proceedings to compel access to the strata lot; or
  - (b) gain entry to the strata lot by locksmith or force;and the strata lot owner or tenant who unlawfully refused access shall not only be responsible for damages, but also for the legal costs of the strata corporation as between a solicitor and his own client.

### Division 3 - Repair and Maintenance

#### 19. Repair And Maintenance Of Property

- (1) The Apartment Section must repair and maintain all the following no matter how often the repair or maintenance ordinarily occurs:
  - (a) the building envelope, structure, exterior, roof, chimneys and parkade of the building containing the Apartment strata lots;
  - (b) common property appurtenant to the Apartment strata lots on the interior of the building housing the Apartment strata lots including, without limitation:
    - (i) corridors;
    - (ii) hallways;
    - (iii) motorcycle storage area;
    - (iv) garbage receptacle area;
    - (v) electrical room;
    - (vi) electrical fixtures;
    - (vii) lobby;

- (viii) vestibule;
  - (ix) stairs;
  - (x) elevator;
  - (xi) lockers;
  - (xii) elevator mechanical area;
  - (xiii) mechanical area;
  - (xiv) parkade;
  - (xv) cables, wires, chutes, ducts within and appurtenant to the Apartment strata lots; and
  - (xvi) the fire sprinkler system in the building containing the Apartment strata lots;
- (c) windows and doors on the exterior of the building or that front on the common property, including the entrance doors to each of strata lots 10-33, inclusive;
- (d) the enter phone for the entrance and the parkade;
- (e) a strata lot within the section but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) stairs, balcony doors, balcony windows, sprinkler heads inside the strata lot and on the balcony, balcony vinyl flooring, balcony railings and other things attached to the exterior of a building; and
  - (iv) painting the balcony doors;
  - (v) save for any additional costs pertaining to the removal and replacement of alterations pursuant to bylaw 20(4), 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 such damage exists even if the strata corporation was not negligent in the repair and maintenance of the building component that failed.
- (e) The strata corporation's responsibilities to repair and maintain portions of the apartment building under the East West Agreement.
- (2) The Townhouse Section must repair and maintain:
- (a) the building envelope, structure, exterior, roof and chimneys of each building containing the Townhouse strata lots;
  - (b) common property appurtenant to Townhouse strata lots including electrical panel room, cables, wires, chutes and ducts within and appurtenant to the Townhouse strata lots;

- (c) windows, doors, chimneys and skylights on the exterior of a building or that front on the common property and for greater certainty, the Townhouse Section shall repair and maintain the patio doors, including painting and other maintenance;
- (d) railings and similar structures that enclose decks;
- (e) a strata lot within the section 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, decks, railings and other things attached to the exterior of a building; and
  - (iv) save for any additional costs pertaining to the removal and replacement of alterations pursuant to bylaw 20(4), 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 such damage exists even if the strata corporation was not negligent in the repair and maintenance of the building component that failed.

## 20. 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 or the section of which that owner's strata lot is part under these bylaws.
- (2) A Townhouse Section owner shall be responsible to paint the patio deck, excluding the railings, forming part of their strata lot from time to time at their expense as required so as to maintain a high quality residential development. The owner shall not change the color of the paint without the prior written consent of the section executive, which said consent may not be unreasonably withheld.
- (3) An owner must promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot.
- (4) An owner:
  - (a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
  - (b) is responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any improvements, alterations and additions made to their strata lot or adjoining common property,

which they have the benefit of, which were made by them or a previous owner of their strata lot;

- (c) must remove and replace, or pay for the extra cost of the removal and replacement of any alterations to allow the strata corporation to gain access to an underlying building component, for the purpose of repairing or maintaining that component, that the strata corporation must repair and maintain under the *Strata Property Act* or these bylaws.
- (5) Notwithstanding bylaw 20(4), the strata corporation or relevant section may maintain, repair or remove alterations to common property if in the opinion of the council the alterations are not maintained or repaired in accordance with bylaw 20(4). All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his or her responsibility.
- (6) Owners, occupants, and tenants must:
- (a) in the case of townhouse strata lots, keep a charged fire extinguisher in their strata lot;
  - (b) only install or use dryer tubes that are made of metal; and
  - (c) only install or use metal braided water supply hoses when replacing hoses.

#### Fireplace Inspection, Cleaning and Repairs

- (7) The responsibility for the inspection, cleaning, maintenance and repair of fireplaces is as follows:
- (a) The Apartment Section will, notwithstanding bylaws 19 and 20(1), arrange and pay for the biannual inspection and cleaning of fireplaces in each Apartment strata lot.
  - (b) The owners of each Townhouse strata lot will, notwithstanding bylaws 19 and 20, arrange and pay for the biannual inspection and cleaning of the fireplace in their Townhouse strata lot.
  - (c) Owners of both Apartment strata lots and Townhouse strata lots are responsible for the repair of their fireplaces and the owners of Apartment strata lots must carry out any repairs recommended by the fireplace inspector within 60 days of receipt of the inspector's written recommendations.
  - (d) If the owner of an Apartment strata lot or a Townhouse strata lots fails or refuses to provide proof of the repair of their fireplace recommended by the fireplace inspector, within 60 days of receipt of the inspector's written recommendations, then the relevant Section may, pursuant to section 133 of the *Strata Property Act* enter onto the strata lot on 7 days written notice and carry out the recommended repairs to the fireplace and after complying with the requirements of section 135 of the *Strata Property Act*, charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.

21. 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, excluding common property that forms the obligation of a section.

Division 4 - Council ("Council")

22. Council Size And Membership

- (1) The council must have at least five members and not more than seven members, comprised of at least two owners from the Townhouse Section and at least three owners from the Apartment Section.
- (2) 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 pursuant to the provisions of the *Strata Property Act*.
- (3) If less than 5 registered owners are elected to be on council then a registered owner's Family Member as that term is defined under section 8.1 of the *Strata Property Regulation*, 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 the age set out in the age restriction bylaw.
- (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) If a council member is unable to continue to be on council pursuant to bylaw 22(2), 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 25.
- (6) For the purpose of bylaws 25 and 29 the size of the council shall be set at the number of council members elected at the annual general meeting.

23. 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.

24. Removing Council Member

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

25. 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.

26. 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, treasurer and a privacy officer.
- (2) In even numbered years the council president must be a representative of the Apartment strata lots while the vice president must be a representative of the Townhouse strata lots, and in odd numbered years the council president must be a representative of the Townhouse strata lots while the vice president must be a representative of the Apartment strata lots.
- (3) Compliance with requirements of bylaw 26(2) may be waived if no council member elected from a section will agree to be the president or vice president of the strata corporation.
- (4) A person may hold more than one office at a time, other than the offices of president and vice president.
- (5) 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.
- (6) 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.

- (7) The council may remove an officer from his or her position as officer by a majority vote of the council.
- (8) If the council removes an officer from his or her position, an election must be held immediately after to replace the Officer.

#### 27. 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.

#### 28. Requisition Of Council Hearing

- (1) An owner or tenant may requisition a hearing at a council meeting by submitting a written request to the council setting out the reason for the request.
- (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.

#### 29. Quorum Of Council

- (1) A quorum of the council is:
  - (a) 3, if the council consists of 5 or 6 members;
  - (b) 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.
- (3) For the purposes of these bylaws, a council member attending a meeting by electronic means is deemed to be present in person.

### 30. 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 the council.
- (4) Notwithstanding 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.
- (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.

### 31. 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.
- (4) A resolution of the council may be passed without a meeting if at least 2/3 of the council members entitled to vote on the resolution consents to it in writing. A consent in writing under this section may be by signed document, fax, email or any other method of



transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

32. 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 30(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

33. Delegation Of Council's Powers And Duties

- (1) Subject to bylaws 33(2) to 33(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 bylaw 33(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.
- (5) No member of the council shall act unilaterally except in the case of an emergency and where such unilateral action is required to ensure safety or prevent significant loss or damage.

34. Spending Restrictions And Fiscal Year

- (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) Pursuant to Section 98(2) of the *Strata Property Act* SBC 1998, (Chapter 43), the council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of all such expenditures during the fiscal year by the strata corporation is less than seven thousand five hundred (\$7,500.00) and has been approved by a majority resolution of the council or relevant section executive.
- (3) Notwithstanding bylaws 34(1) and 34(2) the council may spend the strata corporation's money to repair or replace common property, common assets or those parts of a strata lot that the strata corporation must repair and maintain, if repair or replacement is required immediately to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (4) Any expenditure under bylaw 34(3) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (5) The strata corporation must inform owners as soon as feasible about any expenditure made under bylaw 34(2) or (3).
- (6) Pursuant to Section 82 of the *Strata Property Act*, SBC 1998, Chapter 43, the council may not make any expenditure for personal property or dispose of personal property that is not provided for in the budget or approved by 3/4 vote unless the value of such personal property was less than two thousand dollars (\$2,000.00).
- (7) The fiscal year of the strata corporation shall be January 1<sup>st</sup> to December 31<sup>st</sup> in each year unless this bylaw is amended.

35. 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) Bylaw 35(1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the strata corporation.
- (3) 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.
- (4) The strata corporation will obtain an maintain errors and omissions insurance for a minimum amount of \$2,000,000.00 for the council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council.
- (5) 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.

- (6) Notwithstanding bylaw 35(1), 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.

### Division 5 - Executive of Sections ("Executive")

#### 36.1 Relationship Of Section Executive To Strata Corporation And Council

- (1) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the council has with respect to the strata corporation.
- (2) A member of a section executive is eligible for election to the council.

#### 36. Section Executive Size And Membership

- (1) The section executive of the:
  - (a) Apartment Section must have at least 3 and not more than 7 members; and
  - (b) Townhouse Section must have at least 3 and not more than 5 members.
- (2) No person may stand for a section executive or be appointed a representative to a section executive, or continue to be a representative on a section executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.
- (3) A registered owner's Family Member as that term is defined under section 8.1 of the *Strata Property Regulation*, who is not registered on title to the strata lot is eligible for election as a section executive 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 Section with approval in writing; and
  - (c) the Family Member is at least the age set out in the age restriction bylaw.
- (4) Only one person is eligible to run for election as a section executive member at any one time with respect to a particular strata lot.

#### 37. Section Executive Member's Terms

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

38. Removing Section Executive Member

- (1) A section executive may, by a resolution passed by a majority vote at a general meeting of the section, remove one or more members from the section executive.
- (2) After removing a member from the section executive, the section must hold an election at the same general meeting to replace the member for the remainder of the term of the member's appointment.

39. Replacing Section Executive Members

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

40. Section Executive Officers

- (1) At the first meeting of the section executive held after each annual general meeting, the section executive must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.
- (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 members of the section executive may appoint a replacement officer from among themselves for the remainder of the term.

41. Calling Section Executive Meetings

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

#### 42. Requisition Of Section Executive Hearing

- (1) An owner or tenant may request a hearing at an section executive meeting by providing a written application stating the reason for the request to the section executive.
- (2) If a hearing is requested under subsection (1), the section executive must hold a meeting to hear the applicant within 4 weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the section executive, the section executive must give the applicant a written decision within one week of the hearing.

#### 43. Quorum Of Section Executive

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

#### 44. Section Executive Meetings

- (1) At the option of the section executive, meetings may be held by electronic means, so long as all section executive members and other participants can communicate with each other.
- (2) If a meeting is held by electronic means, section executive members are deemed to be present in person.
- (3) owners may attend section executive meetings as observers.
- (4) Notwithstanding subsection (3), no observers may attend those portions of meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; or

- (c) any other matter if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy;
  - (d) outstanding strata fees, fines or special levy against a strata lot owner;
  - (e) any legal action being considered against a strata lot owner or resident;
  - (f) any costs being levied against a strata lot owner for repair work; and
  - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (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 section executive's meeting minutes and records.
- (7) Audio and/or visual recording is prohibited during section executive 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) An owner wishing to make a presentation to the section executive must apply in writing to the section executive outlining the nature of the owner's request, and upon receipt of a request, the section executive may invite the owner to attend a meeting and allow the owner 15 minutes at the beginning of the meeting to make a short presentation, or such other period of time as may be approved by a majority of section executive members present at the meeting, and if the section executive resolves by majority vote to go in camera, the owner and all other observers must leave the meeting.

#### 45. Voting At Section Executive Meetings

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

#### 46. Section Executive To Inform Owners Of Minutes

- (1) The section executive must provide the Section's owners and the council a copy of the minutes of all section executive meetings within 2 weeks after 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 30(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

#### 47. Delegation Of Section Executive's Powers And Duties

- (1) Subject to subsections (2) to (4), and to any restriction imposed or direction given at a general meeting, the section executive may delegate some or all of its powers and duties to one or more section executive members or persons who are not members of the section executive, and may revoke the delegation.
- (2) The section executive 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 section executive may not, save and except for matters dealing with the administration of parking, delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine,
  - (c) whether a person should be denied access to a recreational facility, or
  - (d) whether an owner should be granted an exemption from a rental restriction bylaw.

#### 48. Spending Restrictions

- (1) A person may not spend a section's money unless the person has been delegated the power to do so in accordance with bylaws 47(2) and (3) or this bylaw.
- (2) Pursuant to section 98(2) of the *Strata Property Act* SBC 1998, (Chapter 43), the section executive may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of all such expenditures during the fiscal year by the section is less than:
  - (a) seven thousand five hundred dollars (\$7,500.00) in the case of the Apartment Section; and
  - (b) five thousand dollars (\$5,000.00) in the case of the Townhouse Section, and has been approved by a majority resolution of the relevant section executive.

- (3) Notwithstanding subsections (1) and (2), an Executive member may spend a section's money to repair or replace property that a section must repair or maintain under these bylaws if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (4) Any expenditure under bylaw 48 (3) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (5) The section must inform owners as soon as feasible about any expenditure made under bylaws 48(2) or (3).

49. Limitation On Liability Of Section Executive Member

- (1) A section executive member or a volunteer who has been delegated duties by the section executive 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 section executive.
- (2) Subsection (1) does not affect a section executive member's or Volunteer's liability, as an owner, for a judgment against the strata corporation.
- (3) All acts done in good faith by a section executive member or Volunteer are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of the executive member or Volunteer, as valid as if the section executive member or Volunteer had been duly appointed or had duly continued in office.
- (4) Each section executive member or Volunteer shall be indemnified and saved harmless by the section against any and all liability and costs, including legal costs as between a solicitor and his or her own client, for any acts or omissions while he or she was carrying out his or her duties as a Volunteer or member of the section executive.
- (5) Notwithstanding subsection (4), there shall be no indemnity if a section executive member or Volunteer commits wilful misconduct, fraud, theft, gross negligence or wrongful exercise of authority in the performance of his or her duties.

Division 6 - Enforcement of bylaws and Rules

50. Bylaw Enforcement Options And Authorization To Commence Actions

- (1) The strata corporation or relevant section may:
  - (a) fine an owner a maximum of:
    - (i) up to TWO HUNDRED DOLLARS (\$200.00), at the discretion of the council, for each contravention of a bylaw (save and except for a breach of a rental restriction bylaw, or a breach of a short term rental / transient accommodation bylaw);
    - (ii) up to FIFTY DOLLARS (\$50.00), at the discretion of the council, for each contravention of a rule;
    - (iii) up to FIVE HUNDRED DOLLARS (\$500.00) for a breach of the Rental Restriction bylaw; and



- (iv) up to ONE THOUSAND DOLLARS (\$1,000.00) a night for a breach of the short term rental / transient accommodation bylaw.
- (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
  - (i) entering into and 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;
- (d) 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;
- (e) 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 \$7,500.00 per case, to conduct the proceedings; and
- (f) make an application 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 \$5,000.00 per case, to conduct the proceedings.

#### 51.1 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.

#### 51.2 Full Indemnity For Enforcement Costs

- (1) Should the strata corporation or a section be required to undertake any legal action or arbitration, or seek legal advice with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's or section's legal costs incurred on a solicitor and own client basis.
- (2) Pursuant to section 133 of the *Strata Property Act* any costs or expenses incurred by the strata corporation or a section to remedy a contravention of the bylaws or rules including action to enforce a bylaw or rule shall be charged to the owner and will be added to and become a part of the assessment of that owner for the next month following the date on

which the costs or expenses are incurred, but not necessarily paid by the strata corporation or the section and shall become immediately due and payable by the owner to the strata corporation or section on the date of the monthly assessment.

- (3) Subject to the discretion of the council or a section executive, any legal costs or expenses so incurred by the strata corporation or a section 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 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 strata corporation or a section, and shall become due and payable on the date of payment of the monthly assessment.

### Division 7 - Annual and Special General Meetings

#### 53. Quorum

- (1) If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.
- (2) Pursuant to Section 48 of the *Strata Property Act*, the quorum for the strata corporation's or a section's special and annual general meetings shall be ONE THIRD (1/3) of the eligible owners of the strata corporation or relevant section.

#### 54. Person To Chair Meeting

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

#### 55. 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.

56. 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; or
  - (b) if neither the president nor the vice president of the council casts a second deciding vote, the chair elected in accordance with bylaw 54(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) Notwithstanding 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 majority of eligible voters.
- (7) The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Strata Property Act*. The strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43(1), 46(2) and 51(3) of the *Strata Property Act*.
- (8) The election of each council member and each member of a section executive must be voted on, and to be elected each person must be elected by a majority of votes cast. Council members and section executive members are not to be elected by acclamation.

57. Order Of Business

- (1) The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the *Strata Property Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Strata Property Act*;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

(2) The owners may change the agenda at a general meeting by a majority vote.

#### 58. Application To Annual And Special General Meetings Of Sections

- (1) The provisions of this division also apply as appropriate to annual and special general meetings of the Apartment Section and Townhouse Section.

### Division 8 - Common Expenses

#### 59. Strata Corporation Fees

- (1) The contribution by an owner of a strata lot to the common expenses of the strata corporation shall be levied in accordance with these bylaws.

#### 60. Section Fees

- (1) The contribution by any owner of a strata lot within a section to the expenses common to that section shall be levied in accordance with these bylaws.

#### 61. Apportionment Of Common Expenses

- (1) Common expenses shall be apportioned among sections and to individual strata lots in the following manner:
  - (a) common expense that relate solely to a section, or that relate to matters that are within the responsibility of a section to repair and maintain, shall be allocated to that section and shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of an strata lots in that section, subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*.
  - (b) common expenses not attributable to a section shall be for the account of the strata corporation and shall be allocated to all strata lots and shall be borne by the owners

in proportion to the unit entitlement of their strata lot subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*.

- (2) Without limiting the generality of subsection (1), the following are operating expenses that relate solely to the Apartment Section:
  - (a) elevator maintenance contract;
  - (b) parkade door maintenance contract;
  - (c) HVAC maintenance contract;
  - (d) janitorial for inside the building containing the apartment strata lots;
  - (e) hydro that relates solely to the building containing the apartment strata lots;
  - (f) enter phone maintenance contract;
  - (g) costs of annual fire safety inspections;
  - (h) window cleaning of apartment strata lots; and
  - (i) repair and maintenance expenses as required by bylaw 19.
- (3) Without limiting the generality of subsection (1), the following are operating expenses that relate solely to the Townhouse Section:
  - (a) window cleaning of the townhouse strata lots; and
  - (b) repair and maintenance expenses as required by bylaw 19.

## Division 9 - Voluntary Dispute Resolution

### 62. 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 *Strata Property Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
  - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### Division 11 - Moving bylaw

#### 64. Moving

- (1) An owner, tenant or occupant shall:
  - (a) provide the applicable section executive with notice prior to moving furniture and effects in or out of any strata lot; and
  - (b) only move or remove household furniture and effects during such times and in such a manner as stipulated by the section executive from time to time.
- (2) If the common property is damaged as a result of moving in or out of the building, the strata corporation may do what is reasonable necessary to repair such damage and the person(s) who may be fined for the contraventions under Section 130 of the *Strata Property Act*, shall be required to pay the reasonable costs of remedying the contravention, including payment of reasonable legal costs as between a solicitor and his own client.
- (3) Each time an owner, tenant or occupant moves into a strata lot the strata lot owners shall be responsible for the payment of a fee of fifty (\$50.00) dollars or such different amount as set by the section executive of the strata lot into which the move is occurring. Such fee is payable prior to the move in date.
- (4) Prior to moving into any strata lot, owners, tenants and occupants must provide the section executive with the make, model and colour of their vehicles and the license plate numbers.
- (5) Owners, tenants and occupants must notify the property manager of their anticipated move-out date at least one week prior to moving.

### Division 12 - Rental Restriction bylaw

**Bylaw 32 registered in the Victoria Land Title Office on October 9, 2001; under instrument number ES088559 has been retained and is reproduced as bylaw 65 in these Consolidated Section bylaws as follows:**

#### 65. Rental Restriction Bylaw

- (1) Pursuant to Section 141(2) of the *Strata Property Act*, SBC 1998, Chapter 43 no more than four (4) strata lots in strata corporation may be leased or rented at any time.
- (2) Pursuant to section 141(2)(b)(ii) the minimum period of time that a strata lot may be rented or leased to a tenant is twelve months.
- (3) Owners wishing to rent or lease their strata lot shall apply in writing to the council for permission to do so. The council will keep a list of owners who wish to rent their strata lot and the date of their application.
- (4) If the number of strata lots rented or leased at the time an owner applies for permission to rent or lease has reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing within 14 days, that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council.

- (5) The council shall post a copy of the waitlist with each set of council minutes.
- (6) The council shall grant approvals on a first come basis in the order of the date such applications are received by the council.
- (7) The fact an owner has received permission to rent or lease in the past does not ensure that they shall be given such permission in the future. An owner whose permission to rent or lease has terminated in accordance with subsection (10) below and who wishes to reapply for permission shall be placed at the back of the waiting list and the first owner on the waiting list shall then be granted permission to rent.
- (8) If the number of strata lots rented or leased at the time an owner applies for permission to rent or lease has not reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must approve the owner's application in writing within 14 days.
- (9) An owner who has received permission to rent or lease a strata lot must:
  - (a) exercise the permission within TWO (2) months from the date that the strata council granted the permission, otherwise the permission expires.
  - (b) In the event that their tenancy agreement is terminated or expired, rent or lease their strata lot within TWO (2) months of the date that the previous tenant vacates the strata lot.
  - (c) 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 subsection (1).
- (10) Once an owner has received permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may rent or lease his or her strata lot until the earlier of:
  - (a) the date the owner, or a Family Member of the owner moves into and resides in the strata lot;
  - (b) the date the strata lot is conveyed to an owner occupier of the strata lot;
  - (c) in the event the strata lot is sold subject to an existing tenancy; the date the tenancy agreement between the new owner and the existing tenant at the time of sale is determined, terminated or expires; or
  - (d) the permission to rent terminates pursuant to subsection (9) above.
- (11) Where an owner rents, leases or licenses 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, leased or licensed in contravention of these bylaws. 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.

### Division 13 - Age Restriction bylaw

#### 66. Age Restriction Bylaw

- (1) The Boulderwood Rise strata corporation (Strata Plan VIS 3990) desires an Adult Oriented Complex due to the nature of the complex and having provided no facilities such as playgrounds or special rooms for children. This age bylaw is intended to prohibit persons under a particular age from residing in the strata corporation.
- (2) Pursuant to section 123(1.1) of the *Strata Property Act*, no person under the age of forty five (45) may reside in the strata corporation.
- (3) For the purposes of bylaw 66(2) a person shall be deemed to be residing in the strata corporation if they stay more than 30 nights in the strata corporation in any six month period.
- (4) Owners, tenants, and occupants must:
  - (a) provide documentary proof of their age within 48 hours of receipt of a written request from a section executive; and
  - (b) report in writing to the section executive any underage visitors who are staying with them for more than 3 nights.
- (5) A section executive may grant a person an exemption from bylaw 66(2).
- (6) Bylaw 66(2) does not apply to prevent a person under the age of 45 from residing in a strata lot where the section executive is satisfied based on medical evidence provided by the applicant that the applicant requires a live in caregiver or medical aid, and is unable to find one who is older than the minimum permitted age.
- (7) Bylaw 66(2) does not apply to any person who currently resides in the strata corporation.

#### 69. Remedies For Violation Of Age Restriction Bylaw

- (1) A zero tolerance or strict compliance with bylaw 66 is required to ensure the desired lifestyle is achieved in the Boulderwood Rise strata corporation. The strata corporation and the Relevant Sections are directed to strictly enforce these bylaws against violating tenants and owners by bringing an application for dispute resolution in the Civil Resolution Tribunal pursuant to section 189.1 of the *Strata Property Act* against any person found to be violating bylaw 66(2) for an order pursuant to section 48.1(b) of the *Civil Resolution Tribunal Act* to compel the underage person to stop violating bylaw 66(2).

### Division 14 - Miscellaneous

#### 70. Storage Lockers - Apartment Section

- (1) Storage lockers are available and may be accessed through a door on the parkade level of the Apartment Section. The Apartment section executive shall assign a storage locker to each strata lot.
- (2) Additional storage lockers are available on a first come, first served basis to an owner or tenant for a reasonable monthly fee, in an amount to be determined by the section executive



in the Rules from time to time pursuant to section 110 of the *Strata Property Act* and Regulation 6.9.

- (3) When a strata lot is sold, the use of the storage locker(s) for that strata lot is subject to reassignment by the section executive.

#### 71. Sale Of Strata Lots

- (1) Owners shall notify the council prior to listing their strata lot and shall provide them with the name, address and telephone numbers of the Realtor.
- (2) No more than one (1) "FOR SALE" sign complying with the Broadmead covenants shall be placed by an owner in or about their strata lot or the common property in a location to be approved by the council.
- (3) Open houses shall be held only between the hours of 9:00 a.m. and 5:00 p.m. Showing shall not be made later than 8:00 p.m.
- (4) Realtors and visitors can park only in the visitors parking areas.
- (5) When moving into or out of any strata lot moving vans shall in all cases be parked in a manner so as not to impede traffic into or out of the building.

#### 72. Fees Payable For Records

- (1) The strata corporation may charge a fee of twenty-five (\$0.25) cents for copies of documents or records that are requested by an owner. In addition, they may charge the sum of fifteen (\$15.00) dollars for a Certificate of Payment, Form F, and thirty-five (\$35.00) dollars for a Certificate of the strata corporation, Form B. Provided as always that should the permissible fees be increased by the Regulations, the strata corporation may charge the higher amounts as set out in the Regulations.

### Division 15 - Definitions and Interpretation

#### 73. Interpretation and Severability

- (1) For the purpose of interpretation of these bylaws and any amendments, additions or alterations to them:
  - (a) **"The Act"** means the *Strata Property Act* of British Columbia;
  - (b) **"bylaw"** means a bylaw of the strata corporation;
  - (c) **"common property"** means:
    - (i) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
    - (ii) 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:
      - (1) within a floor, wall or ceiling that forms a boundary,

- (A) between a strata lot and another strata lot,
  - (B) between a strata lot and the common property, or
  - (C) between a strata lot or common property and another parcel of land, or
- (2) 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;
- (d) **“common expense”** means expenses relating to the common property and common assets of the strata corporation, or required to meet any other purpose or obligation of the strata corporation;
- (e) **“contingency reserve fund”** means a fund for common expenses that usually occur less often than once a year or that does not usually occur;
- (f) **“family member”** means:
- (i) a spouse of the owner, "spouse of the owner" includes an individual who has lived with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;
  - (ii) a parent or child of the owner; or
  - (iii) a parent or child of the spouse of the owner;
- (g) **“limited common property”** means common property designated for the exclusive use of the owners of one or more strata lots;
- (h) **“majority vote”** means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (i) **“occupant”** means a person, other than an owner or tenant, who occupies a strata lot;
- (j) **“owner”** means a person, including an owner developer, who is 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, unless there is:
- (i) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
  - (ii) a registered life estate, in which case it means the tenant for life;
- (k) **“reside”** means to spend more than 30 nights in a calendar year in a strata lot;
- (l) **“operating fund”** means a fund for common expenses that usually occur either once a year or more often than once a year;
- (m) **“regulations”** means the Strata Property Regulations of British Columbia;
- (n) **“rule”** means a rule of the strata corporation;

- (o) **"strata corporation"** means the Owners Strata Plan VIS 3990;
  - (p) **"strata lot"** means a lot shown on a strata plan and everything contained within it that is not part of the common property;
  - (q) **"tenant"** means a person who rents all or part of a strata lot, and includes a subtenant but does not include a tenant for life under a registered life estate;
  - (r) **" $\frac{3}{4}$  vote"** means a vote in favour of a resolution by at least  $\frac{3}{4}$  of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting; and
  - (s) **"unanimous vote"** means a vote in favour of a resolution by all the votes of all the eligible voters.
- (2) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (3) For the purposes of these bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

## Division 16 - Cost Sharing Agreements

### 74. Cost Sharing Agreements

- (1) The strata corporation is party to a number of cost sharing agreements whereby it has agreed with neighboring strata corporations and property owners to share the costs of certain vital infrastructure.

#### Easements EH136381/83

- (2) Land titles documents number EH136381 and EH136383 which were filed on October 17, 1994, creates easements between Strata Plans VIS 3990, Strata Plan VIS 5426 and Strata Plan VIS 3703, and Strata Plan VIS 4408 regarding use of the roadway into our development (the "Roadway Easement").
- (3) The Roadway Easement did not set out the cost sharing structure for the repair, maintenance or replacement of the roadway.

#### Cost Sharing Agreement with Strata Plan VIS 5426 ("East West Agreement")

- (4) In December 18, 2003, Strata Plan VIS 3990 and Strata Plan VIS 5426 entered into an agreement to allow for joint access to the parking structure, and roadways, and joint responsibility, repair, maintenance and replacement of various water supply, fire safety, electrical services and other shared building systems and other infrastructure that is contained in the underground area of Strata Plan VIS 3990's apartment building (the "East West Agreement").

- (5) The East West Agreement was signed prior to the sectioning of the strata; however, the majority of the terms and conditions of this agreement now apply only to the Apartment Section.
- (6) While the strata corporation remains the party of record on the East West Agreement, the Apartment Section will be responsible for carrying out any obligations of the strata corporation thereunder.
- (7) The Apartment Section will indemnify and save harmless the strata corporation and the Townhouse Section from any costs, claims or liability under the East West Agreement.

Cost Sharing Agreement for the Road Way

- (8) On December 15, 2001, the strata corporation entered into a cost sharing agreement between itself, Strata Plan VIS 3703, Strata Plan VIS 4408, and Strata Plan VIS 5426 to determine the allocation of costs under the Roadway Easements, EH136381/3 (the "Roadway Agreement").
- (9) The Roadway Agreement was amended on to January 27, 2007, to add the cost of snow removal.

**--- END OF DOCUMENT ---**