



1. Contact

Document Fees: \$31.27

Sabrina Hanousek, Notary Corporation
2420 Douglas Street
Victoria BC V8T 4L7
2503828880

VIS1330 BB

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1330

VIS1330

Electronic Signature

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

**Vienna Kappell
RKAH7R**

Digitally signed by
Vienna Kappell RKAH7R
Date: 2024-02-09
11:49:57 -08:00

Supplied to StrataDocs 2024/02/15
Ordered by Ron Neal 2024/04/17

Ordered By: Ron Neal of RE/MAX Generation - The Neal Estate Group on 2024/04/17
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Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

1330

The Owners, Strata Plan VIS # certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on JANUARY 25, 2024:

See attached

.....
Signature of Council Member

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

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

Supplied to StrataDocs 2024/02/15
Ordered by Ron Neal 2024/04/17

BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 1330 THAT THE STRATA CORPORATION REPEAL THE WORDS "supplemental heating or air-condition devices" FROM BYLAW 5(2)(c) AND ADOPT THE FOLLOWING BYLAW:

5.1 Heat Pumps, Air-conditioners, and Ventilation Systems

Part I: Introductory

- (1) This bylaw applies to all strata lots, and applies in addition to the requirements of the bylaws governing alterations, to a strata lot and the common property, namely bylaws 5 and 6, and where there is a conflict between this bylaw and bylaws 5 and 6, this bylaw takes precedence.
- (2) The approval of this bylaw is deemed to fulfil the requirements of section 71 of the *Strata Property Act*, and no further $\frac{3}{4}$ vote of the owners is necessary to approve the installation of a HVAC System on the common property areas and limited common property areas specified in this bylaw, in accordance with the terms of this bylaw.
- (3) Owners who wish to install the exterior fan, compressor, and coil unit of their Exterior HVAC Systems in a location other than those set out in subsection (9) or which otherwise does not meet the requirements of this bylaw must obtain a $\frac{3}{4}$ vote of the owners pursuant to section 71 of the *Strata Property Act* to approve the installation.

Part II: Definitions

- (4) In this bylaw,
 - (a) "HVAC System" includes but is not limited to air conditioners, heat recovery systems, heat pumps, or any other device that heats, cools, or provides supplemental ventilation to a strata lot excluding individual fans that do not require ducting and are not connected to a larger system.
 - (b) "Portable HVAC System" means an HVAC System that is wholly located inside the building envelope of a strata lot, but which vents outside through an existing window or door and does not require the penetration of the building envelope.
 - (c) "Interior HVAC System" means an HVAC System that is wholly located inside the building envelope, but which vents and / or drains outside through a penetration of the building envelope.
 - (d) "Exterior HVAC System" means an HVAC System other than an Interior HVAC System that is located partially on the exterior of the building and is a mini-split or ductless system, and
 - (e) "Window Mounted HVAC System" means an HVAC System that is mounted in a window frame and where, typically, much of the unit protrudes outside the window.

Part III: Permission to Install

- (5) Owners, Occupants, and Tenants of a residential strata lot must not install or use a Window Mounted HVAC System.
- (6) Owners, Occupants, and Tenants of a residential strata lot who wish to install or use a Portable HVAC System do not need to enter into an alteration agreement.
- (7) Only Owners may apply to the Strata Corporation for permission to install a HVAC System, and Owners who wish to install :
 - (a) an Interior HVAC System or Exterior HVAC System must apply in writing to the Strata Corporation and (except as exempted by the Council in writing) provide all of the following information with their application, prior to commencing any installation work:
 - i the make and model of the proposed HVAC System;
 - ii the specified decibel levels of the proposed HVAC System while in operation (including start up or defrost cycles);
 - iii an installation plan for the proposed HVAC System which must include the information set out in subsections (7)(b) and (7)(c), and meet the requirements of section (9) below;
 - iv the name of the installer and proof that the installer is licensed by Technical Safety British Columbia, and has WorkSafe BC coverage and has a minimum of \$500,000 dollars in liability insurance;
 - v a letter or letters, from the installer or other competent professional stating that the HVAC System and installation will:
 - (A) comply with the requirements of the Building Code in all regards;
 - (B) comply with any municipal noise bylaws; and
 - (C) not exceed the maximum decibel ratings specified in subsection (14);
 - (b) an Interior HVAC System must, in addition, set out in their application:
 - i the proposed location and size of the vents and /or drains for an Interior HVAC System;
 - ii the proposed location of the Interior HVAC System within their strata lot;
 - (c) an Exterior HVAC System must, in addition, set out in their application:
 - i the proposed location of any penetrations of the building envelope;
 - ii the proposed location of any part of an Exterior HVAC System located outside of the building;
 - iii the proposed location of any part of an Exterior HVAC System located within

- their strata lot;
 - iv the acoustic screening / sound baffling / vibration suppression techniques, equipment or materials that are proposed to be used, if any; and
 - v the visual screening to be used, if any.
- (8) If an Owner, Occupant or Tenant commences installation work on an Interior HVAC System or External HVAC System without having received approval from the Strata Council, the Strata Council must order work to stop on the installation until approval has been received; and if work is not stopped or approval is not received after a period of time the Strata Council deems reasonable, the Strata Council must order or cause the HVAC System to be removed at the Owner's expense.

Part IV: Approval

- (9) The Strata Council must not approve an Owner's application to install an HVAC System unless it is satisfied that the Owner will meet the requirements of this bylaw:
- (a) Owners must install exterior components of an Exterior HVAC System on ultra-violet resistant vibration absorbing pads;
 - (b) Owners must position exterior components of an Exterior HVAC System so as to:
 - i be located on the strata lot's balcony or in the case of a ground floor unit (namely strata lots 1, and 2), immediately adjacent to the rear wall of their unit;
 - ii ensure that the external components of the HVAC System, except for pipes or wires, are not attached to or mounted on the building;
 - iii provide the required clearance spaces as defined by the manufacturer to ensure proper operation as well as sufficient space for servicing;
 - iv be located at least the minimum safe distance from any natural gas outlet and/or propane supply as defined by the British Columbia Safety Authority and the Canadian Gas Code.
 - (c) Owners must not install pipes or wiring in common walls between strata lots, in the attics, floors, ceilings, or in neighboring strata lots;
 - (d) Owners must ensure that external wiring, connections, tubing, screening, etc. are made of UV-resistant material and covered with a trim material compatible with that of the exterior of the building and painted to blend with or complement the color of the building and that all cover set mounting screws are corrosion resistant, and that line set covers match previously installed products;
 - (e) Owners must ensure that holes through exterior walls must not compromise the building envelope and must not permit water to enter the envelope and must also be rodent proofed using wire mesh and caulking or rodent proof caulking;

- (f) Owners must wrap refrigerant lines and drains and insulate them to reduce condensation build up and locate the same as close to ground level as possible or practical;
- (g) Owners must employ qualified, licensed residential heating and cooling contractors with a valid B.C. business license, to perform the installation;
- (h) Owners must inform the installer in writing that they are working on a post tension cable slab;
- (i) Owners must ensure that the installation is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
- (j) Owners must produce a copy of a valid building permit to the Council prior to the commencement of the installation, if required by the municipality;
- (k) If the installation of an HVAC System requires the installation of a gas line, the HVAC System must meet CSA and municipal safety standards and must be installed by a licensed gas fitter at the sole expense of the Owner; and
- (l) Owners must execute a written alteration agreement in accordance with the alteration bylaws in a form satisfactory to the Strata Corporation.

(10) Owners must:

- (a) assume responsibility for any expenses related to the installation, repair, maintenance, removal, or replacement of the HVAC System, including but not limited to the installation of any upgrade to the applicant's strata lot's electrical panel necessitated by the installation of the HVAC System;
- (b) carry out regular maintenance of the HVAC System;
- (c) obtain homeowner insurance for the HVAC System including but not limited to damage to Common Property and liability, such as fire, water, deck membrane damage and patio paver damage. Such insurance to match or exceed the Strata Corporation's deductible
- (d) The Strata Council may refuse to permit the installation of a HVAC System if the Strata Corporation has an opinion from an acoustic engineer that the installation of any additional HVAC Systems on the exterior of a particular side of the building will result in the Strata Corporation contravening a municipal bylaw.

(11) Owners must provide a revised written application to the Council should any aspect of their HVAC System installation be amended in any way from their original application after the Council has approved it, and subsections (9) through (11) of this bylaw apply to that revised written application.

Part V: Maintenance and Operation

(12) Owners must cause all manufacturer-specified maintenance to be completed by

qualified service providers within the time periods specified in the manufacturer's maintenance schedule. The Owner is responsible for all costs associated with or arising out of the repair and maintenance of the HVAC System.

(13) HVAC Systems must not produce noise louder than:

- (a) 45 decibels when in normal operation (excluding start up and defrost cycles) and measured within any room in a strata lot of a neighboring strata lot with the receiving strata lot's windows open; or
- (b) notwithstanding subsection (a), between the hours of 9pm and 7am, 40 decibels when in operation (including start up and defrost cycles) and measured inside the bedroom of another strata lot with the receiving strata lot's windows open; or
- (c) 55 decibels when in normal operation (excluding start up and defrost cycles) and measured at a distance of 2 meters from the HVAC System.
except that, if the ambient noise at the measurement location is measured at greater than specified decibel level with the HVAC System turned off, then the operation of the HVAC System must not increase the total measurable sound at the measurement location by more than two decibels.

(14) The operation of an HVAC System must not produce vibration which causes a nuisance to the owners, occupants, or tenants of another Strata Lot.

(15) Owners must ensure that any penetration of the building envelope is regularly checked.

Part VI: Complaints and Remedies

(16) In the event the Strata Corporation receives a complaint from an Owner, Occupant, or Tenant of a Strata Lot near the Strata Lot where an HVAC System has been installed, the Council may require the Owner of the Strata Lot with the HVAC System and the complainant to permit the Strata Corporation, its Council members, agents and contractors, entry to their strata lot and limited common property for the purpose of carrying out sound or other testing to determine the amount of noise or vibration being produced by the HVAC System.

(17) In the event that an HVAC System is found to produce noise or vibration in excess of the levels set out in this bylaw, the Council:

- (a) may require the Owner of the Strata Lot with the HVAC System to pay for the cost of sound or other testing incurred by the Council, and
- (b) may require the Owner to take all steps necessary to reduce noise and vibration to permitted levels, including but not limited to:
 - i installing or upgrading existing anti-vibration measures around the HVAC System;
 - ii installing or upgrading existing noise baffling around the HVAC System;

- iii requiring that the Owner, Occupant or Tenant keep the fan speed at low to medium speeds; and / or
- iv restricting the hours of the day when the HVAC System can be used.

(18) In the event that the remedies set out in subsection (18) do not bring the noise and vibration levels into compliance with the requirements of this bylaw, or resolve the complaint(s), the Council may require the Owner to deactivate and remove the HVAC System, within 60 days following written notice to do so.

(19) If an Owner fails or refuses to deactivate and remove the HVAC System contrary to subsection (19), the Strata Corporation may remove the HVAC System, restore any penetrations to the building envelope and charge the strata lot's Owner back for the cost of such remedial work.

Part VII: Miscellaneous

(20) The Owner of the strata lot who has entered into an alteration and indemnity agreement for an HVAC System under this bylaw must inform any purchaser or Tenant of their strata lot, of this agreement and cause such purchaser to execute a copy of this agreement and provide a copy of the same to the Strata Corporation before such Owner conveys or assigns their strata lot.

(21) Purchasers, or subsequent Tenants of strata lots with HVAC System approved under this bylaw are deemed to have accepted the terms and conditions of this bylaw and the alteration agreement signed by the previous Owner or landlord of the strata lot, even if they have not signed on to such agreements.

BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 1330 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3(2) AND ADOPT THE FOLLOWING BYLAW:

33. Damage, Insurance, and Risk Allocation

Insurance Requirements

- (1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*, in each fiscal year.
- (2) The Strata Corporation must obtain and maintain insurance:
 - (a) on the items listed under section 149(1) of the *Strata Property Act* against all major perils listed in section 9.1(2) of the *Strata Property Regulations*; and
 - (b) for liability for property damage and bodily injury pursuant to section 150(1) of the *Strata Property Act*; and
 - (c) on the items listed under section 149(1) of the *Strata Property Act* against the following perils, if such coverage is commercially available and economically feasible, including:

- (i) earthquakes;
 - (ii) sewer backups;
 - (iii) floods;
 - (d) against theft or misappropriation of funds; and,
 - (e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.
- (3) Owners, tenants, occupants or visitors must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

Deductibles Are a Common Cost

- (4) Subject to the regulations and this bylaw:
- (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
 - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
 - (c) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.
- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

Strata Responsible for Emergency Response Work

- (6) The Strata Corporation:
- (a) may cause its contractors and agents to carry out emergency response work to the common property, limited common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the relevant insurance deductible; and

- (b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and
- (c) must, when repairing or making good damage caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but
- (d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot.
- (e) may chargeback the owner(s) of a strata lot for any repairs made by it at the request of the owner(s), to those parts of the strata lot that the owner is responsible to repair and maintain, and which the Strata Corporation was not obligated to repair under subsections (6)(b) and (c).

Owner's / Tenant's Liability For Loss or Damage

- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses, damages, or repairs to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
 - (a) that owner or tenant is responsible for the loss or damage;
 - (b) parts of the owner's strata lot that the owner is responsible to repair and maintain that were repaired during the Strata Corporation's emergency response;
 - (c) 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 tenant; or,
 - (ii) any member of the owner's or tenant's:
 - (1) family; or,
 - (2) pet(s); or,
 - (iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,
 - (iv) but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

Examples of When the Owner or Tenant Is Liable For Loss or Damage

- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
 - (a) any water escape damage from that owner's or tenant'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 or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
- (b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;
 - (c) any damage to property that an owner or tenant is required to repair or maintain;
 - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,
 - (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

Extent of Owner's / Tenant's Liability

- (9) An owner or tenant 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 or tenant 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 or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

Owner / Tenant Liable Even If Claim is Not Made on Strata's Insurance Policy

- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
 - (a) that owner or tenant 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; and
 - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

Strata Corporation Is Not Strictly Liable For Failure of Property it Must Repair

- (12) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:

- (a) un-insured loss or damage, or
- (b) loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible,
- (c) to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees, or agent.

Owners and Tenants Insurance

- (13) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:
- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:
 - (i) against perils that are not insured by the strata corporation, and
 - (ii) for amounts that are in excess of amounts insured by the strata corporation;
 - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;
 - (c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;
 - (d) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
 - (e) losses from water escape and rupture.

Owners and tenants must be diligent

- (14) Owners and tenants must report any water ingress, mold, accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
- (15) An owner or tenant who fails to report an issue or incident contrary to subsection 38.14 will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident.



1. Contact

Sabrina Hanousek, Notary Corporation
2420 Douglas Street
Victoria BC V8T 4L7
2503828880

VIS1330 BB

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1330

VIS1330

Electronic Signature

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

Vienna Kappell
27PCNF

Digitally signed by
Vienna Kappell 27PCNF
Date: 2022-01-31
10:24:11 -08:00

Supplied to StrataDocs 2024/02/15
Ordered by Ron Neal 2024/04/17

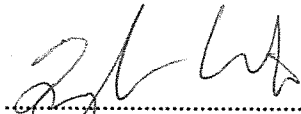
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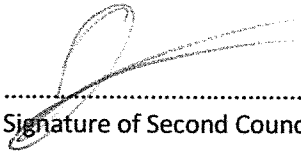
**Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)**

The Owners, Strata Plan VIS 1330 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on **January 18, 2022**:

See attached



.....
Signature of Council Member



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

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

Supplied to StrataDocs 2024/02/15
Ordered by Ron Neal 2024/04/17

SUTTON PLACE EAST
VIS 1330
BYLAWS

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Ordered by Ron Neal 2024/04/17

Approved: January 18, 2022 (AGM)

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DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of Strata Fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) After one written warning, a late payment fine of twenty-five (\$25.00) dollars may be applied to strata lots whose fees are not received by the first day of each month. Monies received by Strata Corporation will be applied against the oldest outstanding receivable for the strata lot.
- (3) “Penalty for Late Payments” Owners will be ineligible to vote at an Annual General Meeting or Special General committee, if any of the following conditions apply to the owner’s strata lot:
 - (a) The assessment fees or fines for the strata lot are in arrears.
 - (b) A special levy on the strata lot is in arrears.
 - (c) A reimbursement of the cost of the work referred to in Section 85 of the Act has not been paid.
 - (d) A strata lot’s share of the judgement against the strata corporation is unpaid.
 - (e) The Strata Corporation is entitled to register a lien against the strata lot in accordance with Section 116(1) of the Act.
 - (f) No owner may stand for election of Strata Council if the Strata Corporation is in a position to register a lien against the title to their strata a lot.

Repair and Maintenance of Property by Owner

- 2 (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) All fixed water supply lines and connections installed at the building must be made of copper. Shark Bite or other similar connections must not be used. Flexible supply lines (e.g. washing machines, dishwashers, and fridges) should be braided or those supplied by the appliance manufacturer.

Use of Property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (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;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown

(f) Smoking Prohibition

- I. No smoking is allowed:
 - a. in strata lots and the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs;
 - b. on limited common property;
 - c. Within 8 meters (26 feet) of a door, window or air intake.
 - II. "Smoking" for the purposes of this bylaw, 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, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco, smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.
 - III. All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the building.
 - IV. The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.
 - V. Failure to comply with the bylaw will result in a fine if \$200 per occurrence, following the first warning.
 - (g) No mops, dusters or rags shall be shaken out of windows or doors or from balconies or patios of any strata lot or on the common property,
 - (h) Laundry is not to be draped over the balcony walls/railings. Washing, towels or clothing shall NOT be hung in such a manner as to be visible from the common property,
 - (i) No resident shall feed wild birds or animals in or from a strata lot or on the common Property,
 - (j) No signs, notices, billboards, placards or other advertising matter shall be placed or displayed on any part of a strata lot so as to be visible from any other strata lot or from any part of the common property.
 - (k) Hanging baskets must be properly installed. Old furniture, trunks, freezers, moving cartons, garbage bags, cans or bottles shall not be visible on balconies. Bicycles must not be stored vertically.
 - (l) No debris or water shall be thrown and/or swept over the sides of the balcony.
- (2) Any owner or resident of a strata lot that causes water damage to any other strata lot or to the common property due to negligence will be held responsible for the payment of the corporation's insurance deductible and/or any cleanup and repair costs if a claim is not, in the option of the Strata Council, warranted by the strata corporation's insurance policy.
 - a) Spray painting may not be carried out outside any suite or on any common property.
 - (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on all interior common property including lobbies, elevators, corridors, stairwell and parkade.

- (4) Pets
- (a) Either one dog (subject to the conditions in paragraph II) or one cat or two dogs, or two cats, or one dog and one cat, in all cases not to exceed two animals per strata lot. No Fighting breeds of dog are permitted into the building(s) and/or land(s) which form part of the Owners, Strata Plan VIS 1330. These fighting breeds include, but are not limited to Rottweiler's and Staffordshire Terriers (pit bulls). (including mixed breeds).
 - (b) Larger-breed dogs (90lbs and over) will be accepted on an individual basis only, subject to their acceptance by the prevailing strata council. The prospective dog owner must apply in writing to the Strata Council before bringing a larger breed dog into the building(s) and/or land(s) which form part of the Owners, Strata Place VIS 1330. The Strata Council agrees to meet to consider the request within one week of receiving it. A ballot will follow each large-breed dog interview. The results of these ballots are binding and are not subject to appeal. Once accepted, dogs must be leashed and under their owners' full control at all times in all common areas.
 - (c) Animal owners assume all liability and responsibility for any damage to persons or property that their animals may cause.
 - (d) Animal owners must hold harmless any claims against members of Strata Council, the Property Manager, or Strata Corporation with regard to their animals.
 - (e) Should the Property Manager or any member of Council receive a written letter of complaint regarding a pet, such complaint will be investigated by the Strata Council. Should Strata Council determine that the complaint is valid then the owner(s) of said pet(s) shall receive a warning letter. Should another written complaint regarding the same pet(s) be received by the Strat Council or the Property Manager, and should further investigation from the complaint(s) to be valid, then the Strata Council at its sole authority has the right to demand the removal of the pet(s). The owner(s) will receive written notice from with the Strata Council or the Property Manager, there will be no appeal process, and the owner will be fined a minimum of \$50.00/day or every day after 7-days period has elapsed. Should the owner refuse to remove the pet(s), and should the accumulated fine exceed \$300.00, the Strata Lot(s) belonging to the animal's owner(s) and have the same rights and privileges to collect the fine as it would for non-payment of monthly maintenance fees.
 - (f) Notwithstanding any of the foregoing, all accredited service dogs are exempt from this bylaw.
- (5) Parking
- (a) For fire hazard reasons, with the exception of a City of Victoria approved storage container that may be mounted to or placed against the back wall of parking stall (subject to a written request that is approved in writing by the strata council); all parking stalls are for vehicles only. A vehicle is defined as a mode of transportation and includes but is not limited to motor vehicles, wheel chairs, motor cycles, bicycles and mopeds. No parking stall may be used for storage purposes.
 - (b) Residents must not store unlicensed or uninsured motorized vehicles on common property, limited common property or land that is common property.
- (6) With the exception on move-ins into furnished strata lots, the owners of a strata lot must pay a move-in fee of one-hundred fifty dollars (\$150.00) that will be invoiced at the time of the move

in to help offset the cost of wear and tear. In order to pay no move-in fee, owners of furnished strata lots must provide written notice to the Strata Council or the Property Manager of the furnished status of their strata lot in advance of, or together with the remittance of their Form K. (Tenancy Notice). Further resolved, that without that expressed written permission of the Strata Council, all moving activity will be conducted through the garage to minimize damage to the lobby. All terms and conditions remain in full force and effect.

- (7) All moving activity in the building shall be restricted to the hours from 8:00 a.m. to 8:00 p.m. Owners are required to contact the Strata Corporation's management company to arrange for the installation of the elevator pads and elevator lock-off key, and to arrange for changes to the Enterphone directory. Owner(s) are also responsible for making these arrangements for any tenant(s) they may put into their suites.
- (8) Concerning Rentals, Licenses, Transient Accommodation, and Temporary Accommodations
 - a) An owner or tenant must not enter into a "tenancy agreement", within the meaning of that term as it is used in the Residential Tenancy Act, S.C.B. 23003, C.78, for the rental of strata lot (a "Tenancy Agreement"), having a term of less than 30 consecutive days.
 - b) An owner or tenant must not enter into Tenancy Agreements having overlapping terms in respect of the same strata lot,
 - c) An owner or tenant must not license for monetary consideration the occupation of strata lot to a person or persons as vacation accommodation, transient accommodation, travel accommodation or temporary accommodation, for term of less than 30 consecutive days.
 - d) An owner or tenant must not enter into licenses having overlapping terms in respect of the same strata lot.
 - e) There shall be a fine of \$200.00 for each contravention of this bylaw and, for a continuing contravention of the bylaw, there shall be a fine of \$200.00 imposed every seven days.
 - f) Effective January 31, 2019, the Strata Corporation may fine an owner of a strata unit \$1,000 per day for each day the strata unit is in violation of paragraph of the bylaws.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) The owner or tenant of a strata lot shall immediately report to the Strata Council (or the Property Manager) any accident, or damage to, or failure of, the water pipes, toilets, drains, electrical wires, fixtures or any other items in or about the strata lot or building.
- (4) All owners shall be held responsible for any loss or damage to other strata lots and/or the building (common property) resulting from acts of neglect or negligence including but not limited to the overflow of toilets, sinks, basins and bathtubs.

Obtain Approval before Altering a Strata Lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of the building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings, or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (h) alterations to the interior structural walls of a strata lot,
 - (i) alterations to the plumbing or electrical systems
 - (j) no renovations of these kinds may proceed without the prior written permission of the Strata Council, and the Strata Council receiving a signed Indemnity Agreement. The form of the Indemnity Agreement will be provided by the Strata Corporation.
 - i All replacement flooring (with exception of the ground floor commercial strata lots), shall be subject to the approval of the council, such approval shall be unreasonably provided that the noise and vibration suppressing capabilities of the proposed flooring meets or exceeds STC (Sound Transmission Co-Efficient) of 65. Flooring and underlay specifications must be submitted to the Strata Council for review.
 - (k) anticipated renovation start dates and anticipated completion dates must also be supplied.

The preceding are now specifically mentioned as parts of strata lot to which the Strata Corporation must ensure under section 149 of the Act.

- (2) Notwithstanding the provision of 5(1) the following alterations are not permitted:
- (a) Satellite dishes may not be installed anywhere on the exterior of the building or anywhere on the common property or balconies.
 - (b) No radio or television antenna, cables or similar structures or appurtenances thereto shall be erected or fastened to the exterior of a strata lot or place anywhere on the common property or balconies.
 - (c) No shades, awnings, window guards, ventilators, (ventilators to control moisture in balcony enclosures are exempted), supplementary heating or air-condition devices shall be install or used in or about any strata lot or on the common property.
- (3) This section does not apply to a strata lot in a bare land strata plan.

Obtain Approval before Altering Common Property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit Entry to Strata Lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portion of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

Repair and Maintenance of Property by Strata Corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – COUNCIL

Council Size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on council.

Council Members' Terms

- 10** (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.
- (0) To (5) [Repealed 1999-21-51.]
- (3) In addition to owners and permitted tenants, as defined in Section 28 of the Act, the following persons may stand for election to Strata Council:
 - i. the spouse or common law spouse of an owner.
 - ii. a person holding a valid Power of Attorney on behalf of an owner.

Provided always that in no case shall more than one owner, resident or representative of an owner of a strata lot sit on the Strata Council at any one time.

Removing Council Member

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (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.

Replacing Council Member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining 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 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulation and the bylaws respecting the calling and holding of meetings.

Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

- (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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (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:
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of Council Hearing

- 15**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (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.

Quorum of Council

- 16**
- (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
 - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council Meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council meeting is held by electronic means, council members are deemed to be present in person.
- (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.
- (4) Despite subsection (3), no observers may attend those portion of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

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

Council to Inform Owners of Minutes

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

Delegation of Council's Powers and Duties

- 20 (1) Subject to subsection (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purpose 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,
 - (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.

Spending Restrictions

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

Limitation on Liability of Council Member

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

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

Maximum Fine

- 23** The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw, and
- (b) \$100 for each contravention of a rule.

Continuing Contravention

- 24** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, the maximum fine of \$200 may be imposed every 7 days for the bylaw contravention and a maximum fine of \$50 may be imposed every 7 days for the rule contravention.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

Person to Chair Meeting

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

Participation by Other than Eligible Voters

- 26** (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.

Voting

- 27** (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, 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.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) No strata lot owner (defined as a single person, persons, joint ownership, society or corporation) of a strata lot or strata lots, may hold and exercise more than three (3) proxies, collectively at any annual or special general meeting. If the same owner owns more than one strata lot in the strata corporation, the owner remains restricted to holding no more than a total of three (3) proxies. The same restriction applies to any party (defined as a non-strata lot owner).

Order of Business

- 28** 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 their meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;

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

Quorum

29

At an annual or special general meeting, if a quorum is not present at the appointment time of the meeting, then the meeting will stand adjourned for fifteen (15) minutes. If a quorum is still not present, then the eligible voters present in person or by proxy shall constitute quorum.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

Voluntary Dispute Resolution

- 30** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner of 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.
- (2) A dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER

Display Lot

- 31** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

DIVISION 8 – MISCELLANEOUS

Open Houses

32

For purposes of showing a strata lot or the common property, open houses are to be held between the hours of 1:00 p.m. and 5:00 p.m. on any day except statutory holidays. An owner is responsible to ensure that any realtors involved with the open house on his/her behalf are aware of this bylaw and operate in accordance with it.

When an open house is being held, the realtor/owner must provide a minimum of two personnel at all times, in order that one person may remain in the suite for which the open house is held, and another to admit prospective purchasers at the entry door of the building and accompany them to the suite being views. If common property is being toured or shown to prospective purchaser, wither the owner or the realtor must accompany those prospective purchasers at all time when they are on the common property.

Realtors "MUST" register all guests that they allow onto an open house and that the list of visitors may be asked for the strata council. Any one refusing to register is to be refused admittance.

Signage advertising the open house may be placed discretely at the intersection of the public sidewalk and the sidewalk leading to the front door of the building. Signage must immediately be removed at the conclusion of the open house.