

THE GARDENS AT ALDERSMITH STRATA PLAN VIS 4909

126 Hallowell Road
Victoria, BC, V9A 7K2

BYLAWS

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Introduction, Background and Voting Count Definitions

The Bylaws for our Strata are intended to be guidelines for the effective and efficient operation of the Strata, and for the benefit of all the Owners and Residents. They are subsidiary to the overreaching statutory documents – *BC Strata Property Act* (the “Act”) and the associated Regulations. If our Bylaws contradict either of these statutes, the Act and Regulations will take precedence. As of December 2013, the BC Property Act and the associated Regulations can be found on the Internet at:

- BC Strata Property Act:
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/98043_01
- BC Strata Property Act – Regulations:
http://www.bclaws.ca/Recon/document/ID/freeside/12_43_2000

And while the Strata Corporation would much prefer that the Bylaws are complied with voluntarily by each of the individual Owners and Residents, which would facilitate our community’s spirit of collaboration, the Strata Bylaws have been reviewed by legal counsel (Atty. Justin J. Hanson) and can be used for court enforcement if needed as a last resort. The possible enforcement steps are included in this document. Finally it is mandatory that all Owners be treated fairly and respectfully by all other Owners.

Voting Definitions

“ $\frac{3}{4}$ vote” means a vote in favour of a resolution by at least THREE-QUARTERS ($\frac{3}{4}$) of the votes cast by eligible voters who are present at a meeting in person or by proxy at the time the vote is taken and who have not abstained from voting.

“unanimous vote” means a vote in favour of a resolution by all the votes of all the eligible voters.

“majority vote” means a vote in favour of a resolution by more than ONE-HALF ($\frac{1}{2}$) of the votes cast by eligible voters who are present at a meeting in person or by proxy at the time the vote is taken and who has not abstained from voting.

“alteration” means a material change or addition to a Strata Lot, Common Property or Limited Common Property as defined in these bylaws.

“betterment” means physical structural changes, upgrading or enhancing of an individual Strata Lot or dwelling unit made by or for an individual Owner of said Strata Lot or dwelling unit.

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

1. Payment of Strata Fees

- (1) Owners shall pay Strata fees on or before the first day of the month to which the Strata fees relate.
- (2) Owners shall, within TWO (2) weeks after the Annual General Meeting (AGM), authorize electronic debits with their financial institution, for payment of their monthly assessments for the next fiscal year to the Strata Corporation.
- (3) The Strata Corporation may charge interest at the rate of TEN PERCENT (10%) per annum compounded annually, on all late monthly assessments and user fees (if applicable). Such interest shall be deemed to be part of unpaid Strata fees for the purposes of Section 116 of the *BC Strata Property Act*.
- (4) The Strata Corporation may charge interest at the rate of TEN PERCENT (10%) per annum, compounded annually, on all late special levies. Such interest shall be deemed to be part of unpaid special levies for the purposes of Section 116 of the *BC Strata Property Act*.

2. Repair and Maintenance of Property by Owner

- (1) It is the Owner's responsibility to repair and maintain his/her Strata Lot including garage doors and openers, 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) An Owner:
 - (a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or 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 adjoin common property, which they have the benefit of, which were made by them or a previous owner of their strata lot; and
 - (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.

- (4) An Owner must promptly carry out all work that may be ordered by any competent public authority, which relates solely to his or her Strata Lot and is not for the general benefit of the Strata Corporation as a whole.
- (5) An Owner, Tenant or Occupant must:
 - (a) ensure that the Strata Lot is checked at least once in each SEVEN (7) day period that the Strata Lot is not occupied;
 - (b) turn off the water control valve located within his/her Strata Lot during any period that the Strata Lot remains unoccupied for a period of FORTY-EIGHT (48) hours or more;
 - (c) keep the heat within the Strata Lot at a minimum temperature of Ten Degrees Celsius (**10°C**), except for the fireplace thermostat which may be set to the lowest setting (or OFF if applicable), whether or not the Strata Lot is occupied; and
 - (d) notify the Strata Corporation immediately upon becoming aware of any damage or condition in a Strata Lot, Limited Common Property, or on the Common Property that requires repair or maintenance by the Strata Corporation.
 - (e) Upon receipt of the notification subsection (5)(d), the Strata Council shall within THIRTY (30) days acknowledge receipt in writing to the Owner, and within SIXTY (60) days advise the Owner of an action plan for repair or maintenance of the damage or condition in the specified Strata Lot or Limited Common Property.

3. Use of Property

- (1) An Owner, Tenant, Occupant or Visitor must not use a Strata Lot, the Common Property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of another person or other persons to use and enjoy the Common Property, common assets or another Strata Lot;
 - (d) is illegal;
 - (e) is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government; or
 - (f) is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner, Tenant, Occupant or Visitor must not cause damage, other than reasonable wear and tear, to the Common Property, common assets or those parts of a Strata Lot, which the Strata Corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.
- (3) An Owner, Tenant, Occupant or Visitor must not use the following, and must keep audible noise (e.g., outside conversations, music) to a minimum between the hours of 11:00 pm and 7:00 am:
 - (a) musical instruments; and
 - (b) internal whirlpool/hot tub.

- (4) An Owner, Tenant, Occupant or Visitor must not:
- (a) conduct any business or any profession from a Strata Lot or the Common Property that results in clients, customers, vendors, non-resident employees or the public in general, frequently attending the Strata Lot or coming on to the Common Property;
 - (b) use a charcoal barbeque on a patio or balcony;
 - (c) place unsightly items on a patio or balcony or other Common Property or Limited Common Property;
 - (d) store bicycles on a patio or balcony or other Common Property or Limited Common Property;
 - (e) hang laundry, clothes or bedding on a patio or balcony or other Common Property;
 - (f) use Common Property or Limited Common Property for storage purposes except as permitted in writing by the Strata Corporation;
 - (g) install, place or affix any large satellite dish on the Common Property, Limited Common Property or any Strata Lot; small satellite dishes up to 18 inches are allowed on Common Property, Limited Common Property or the Strata Lot;
 - (h) keep any cut natural Christmas tree inside a Strata Lot, or on the Common Property or Limited Common Property.

4. Pet Restrictions

- (1) An Owner, Tenant, Occupant or Visitor must not keep any exotic pets, and must not keep any pets on a Strata Lot other than the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to two caged birds;
 - (d) a maximum of two dogs, or two cats, or a combination of one dog and one cat.
- (2) For the purposes of this bylaw, an exotic pet is any animal, which is normally wild and undomesticated, and without limiting the generality of the foregoing includes all reptiles, all insects, all monkeys, large cats and other similar animals. The Strata Council in its sole discretion shall determine if a pet, which is not included in the above list, is an exotic pet for the purpose of this bylaw.
- (3) An Owner, Tenant, Occupant or Visitor must ensure that all dogs are leashed, under control, properly secured, and/or accompanied by the Owner, Tenant, Occupant or Visitor when on the Common Property or Limited Common Property.
- (4) An Owner, Tenant, Occupant or Visitor must immediately remove any excrement deposited by the pet on the Common Property or Limited Common Property.
- (5) Common Property and Limited Common Property must not be used on a continual basis for a pet to relieve itself.
- (6) Responsibility for damages caused by pets to the Common Property or Limited Common Property and for injuries caused to any person or pet are the responsibility of the

relevant Owner, Tenant, Occupant or Visitor, in accordance with these bylaws and any applicable law.

- (7) Should the Strata Council receive in writing TWO (2) complaints, it will investigate the complaints, and if any permitted pets are found to be a nuisance, in the sole opinion of the Strata Council, then the Owner, Tenant or Occupant shall remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other Owners, Tenants, Occupants or their pets, creating excessive noise, or causing damage to the Common Property or Limited Common Property.

5. Inform Strata Corporation

- (1) Within TWO (2) weeks of becoming an Owner/Resident, an Owner/Resident must inform the Strata Corporation of the Owner's/Resident's name, Strata Lot number, phone number, E-mail (if any) and mailing address outside the Strata Plan (if any).
- (2) On request by the Strata Corporation, any Owner, Occupant, or Tenant must inform the Strata Corporation of his or her name and in which Strata Lot they are residing. An Occupant or Tenant should also provide the Strata Corporation with contact information such as phone number and E-mail (if any).
- (3) Within TWO (2) weeks of becoming a non-resident Owner, a non-resident Owner must inform the Strata Corporation of his or her phone number and E-mail (if any).
- (4) All non-resident Owners shall inform the Strata Corporation of the full name, phone number, street address, and E-mail of an emergency contact person who lives within THIRTY (30) kilometres of the Strata Corporation.
- (5) Prior to possession of a Strata Lot by an Occupant or Tenant, an Owner shall deliver to the Occupant or Tenant the current Bylaws and House Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- (6) Within two weeks of renting a Strata Lot, the Owner shall give the Strata Corporation the original copy of the Form K—Notice of Tenant's Responsibilities signed by the Occupant or Tenant, in accordance with Section 146 of the *BC Strata Property Act*.

6. Alterations/Betterments to a Strata Lot, Common Property or Limited Common Property

- (1) Before making an Alteration/Betterment or removing an Alteration/Betterment to any of the following:
 - (a) the structure of a building;
 - (b) the fire suppression sprinklers system, any and all plumbing related changes, ducts, electrical wires and circuit breaker units;
 - (c) the exterior of a building;
 - (d) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (e) doors, windows (frames and glass) or skylights on the exterior of a building, or that front on Common Property;
- (f) fences, railings or similar structures that enclose a patio or balcony or yard;
- (g) Common Property or Limited Common Property located within the boundaries of a Strata Lot;
- (h) those parts of the Strata Lot, which are not Common Property, which the Strata Corporation must insure under Section 149 of the *BC Strata Property Act* and under Section 9.1 of the Regulations;
- (i) all or a portion of flooring or attached floor coverings (e.g., hardwood, tiles or attached carpets) in a Strata Lot;
- (j) gas/electric fireplaces;
- (k) significant Alterations/Betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls, built-in cupboards and built-in cabinets (If in doubt the Owner shall contact the Strata Council before proceeding with the Alteration/Betterment.); and
- (l) Common Property, including Limited Common Property.

An Owner must first:

- (a) obtain the written consent from the Strata Council authorizing the Alteration or Betterment as well as its removal;
 - (b) execute an "Indemnity & Alteration Agreement" (refer to Schedule A, pages 29 to 34 of these bylaws) in a form satisfactory to the Strata Corporation;
 - (c) obtain Owner approval pursuant to Sections 70 (4) and 71 of the Act, if applicable;
 - (d) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council; and
 - (e) acknowledge that the Alteration or Betterment may have an impact on the Owner's insurance coverage.
- (1-1) The Strata Corporation must not unreasonably withhold its approval under subsection (6)(1), but shall require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses (including replacement and liability insurance) relating to the Alteration or Betterment and its removal.
- (2) It is the intent of this bylaw that liability for Alterations/Betterments shall attach to an Owner and to a subsequent Owner of each Strata Lot even though a subsequent Owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a Strata Lot are kept on file and upon request, provided to prospective purchasers of that Strata Lot attached to Form B (Information Certificate) within one week of receiving the request as per Section 59 of the *BC Strata Property Act*. Indemnity & 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.

Application Procedure

- (3) The application of the Owner for an Alteration or Betterment shall be in writing and shall provide a description and details of the proposed Alteration or Betterment which may include (depending on the scope of the Alteration or Betterment):
 - (a) reasonably detailed plans showing the proposed location of construction of the Alteration or Betterment and nature of the change, including details of the proposed materials and dimensions;
 - (b) name of proposed qualified/licensed/insured contractor(s) if any who will perform the work; and
 - (c) any other documents or information, which the Strata Council may reasonably require in order to grant permission – refer to “Conditions for Approval” subsection bylaw (6).
- (4) Upon receipt of an application for an Alteration or Betterment, the Strata Council shall within FOUR (4) weeks from the date of receipt of the Application or an Amended Application either request further information, approve or reject the Application or Amended Application in writing. All decisions on Applications shall be accompanied by a reason. Applications will not be rejected unreasonably. All decisions will be subject to an appeal by the Applicant or another affected Owner to the Owners at an AGM or SGM. Approval of the Application on Appeal will require a majority vote from the Owners.
- (5) All application for an Alteration or Betterment that will change the use or appearance of the Common Property or Limited Common Property will require a THREE-QUARTERS ($\frac{3}{4}$) vote. This also applies to Alteration or Betterment application initiated by the Strata Corporation.

Conditions for Approval

- (6) The Strata Council may impose any one or more of the following conditions on a Strata Lot Owner for approval of an Alteration or Betterment:
 - (a) assume responsibility for any expenses related to the Alteration or Betterment;
 - (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 Strata Council prior to the commencement of the work, if required by the local municipality;
 - (e) employ qualified, licensed and insured contractors;
 - (f) employ contractors selected by Owners may be used for low-risk Alterations or Betterments;
 - (g) employ at the Owner's sole cost a qualified building envelope professional, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services for the work;
 - (h) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council, failing which the Strata Corporation may perform the work and

collect the costs of same from the applicant, including legal costs on a full indemnity basis;

- (i) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
- (j) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs on a full indemnity basis;
- (k) assume all responsibility for the repair, maintenance, replacement or removal of the Alteration or Betterment;
- (l) obtain appropriate insurance for the Alteration or Betterment and provide the Strata Corporation with evidence of coverage upon request;
- (m) assume responsibility for all future expenses related to the Alteration or Betterment, including repair, maintenance and replacement costs, plus appropriate insurance for the Alteration or Betterment to the satisfaction of the Strata Council;
- (n) execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation; this Agreement will be filed by the Strata Corporation;
- (o) agree to inform a subsequent purchaser of the Strata Lot of the terms of the Indemnity & Alteration Agreement and to make it a condition of any Contract of Purchase and Sale, the subsequent purchaser shall agree to be bound by the terms of the Indemnity & Alteration Agreement;
- (p) provide the Strata Corporation with a written assurance upon completion of the Alteration or Betterment certifying compliance with the terms of this bylaw and, where applicable, Section 70 (4) of the *BC Strata Property Act*; and
- (q) any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration or Betterment.

Alterations/Betterments Installed Without Permission

- (7) If an Alteration or Betterment has been installed or constructed without the prior written permission of the Strata Council ("Unauthorized Alteration or Betterment"), then the Owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration or Betterment.
- (8) The Strata Council shall not unreasonably refuse to approve the Unauthorized Alteration/Betterment, but if it is approved, then approval must be in compliance with this bylaw.
- (9) The Strata Corporation may take legal proceedings including an application to the Supreme Court pursuant to Section 171 (1)(b) of the *BC Strata Property Act* against the Owners of any Unauthorized Alterations or Betterments for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration or Betterment.

Alteration or Betterment Removal

- (10) Removal of Alterations or Betterments, for whatever reason, must be completed to the satisfaction of the Strata Corporation.

7. Permit Entry to Strata Lot

- (1) An Owner, Tenant, Occupant or Visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on FORTY-EIGHT (48) hours' written notice, to inspect, repair or maintain Common Property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under Section 149 of the *BC Strata Property Act*; and
 - (c) at a reasonable time, on FORTY-EIGHT (48) hours written notice, to ensure compliance with the Act, the Regulations, the Bylaws and the House Rules.
- (2) The notice referred to in subsections (1)(b) and (1)(c) must include the date and approximate time of entry, and the reason for entry.
- (3) In the event of an emergency, then any one member of either the council or the emergency committee (if constituted) may access the Strata Lot to address the emergency.
- (4) An Owner, Tenant or Occupant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;
 - (b) Common Property that has not been designated as Limited Common Property;
 - (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (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) window casings, sills, frames of doors, doors (including patio doors, but excluding garage doors and openers), windows and skylights, on the exterior of a building or that front on the Common Property; and
- (E) fences, gates, railings and similar structures that enclose patios, balconies and yards.

(d) a Strata Lot but the duty to repair and maintain it is restricted to:

- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (iv) window casings, sills, frames of doors, doors (including patio doors, but excluding garage doors and openers), windows and skylights, on the exterior of a building or that front on the Common Property or Limited Common Property; and
- (v) fences, gates, railings and similar structures that enclose patios, balconies and yards.

PROVIDED ALWAYS that the Strata Corporation is not obligated to maintain, repair or replace any Alterations or Betterments made by an Owner or former Owner to a Strata Lot, their Limited Common Property, or the Common Property and any such Alterations or Betterments in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current Owner of the Strata Lot which has the benefit of such improvement.

Division 3 – Council

9. Council Size and Eligibility

(1) The council must have at least THREE (3) and not more than SEVEN (7) members.

(2) Definitions:

- (a) “Family Member” means a parent, Spouse, or child of the Owner or a parent, or child of the Spouse of the Owner; and
- (b) “Spouse” includes an individual who has lived and cohabited with the Owner for a period of at least TWO (2) years at the relevant time in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

(3) A Family Member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:

- (a) The Owner of the Strata Lot first provides the Strata Corporation with approval in writing; and

(b) The Immediate Family Member is at least NINETEEN (19) years of age.

- (4) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.
- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot under Section 116 (1) of the *BC Strata Property Act*.
- (6) If a council member is unable to continue to be on council pursuant to bylaw section 9 (5) above, 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 section 12 below.

10. Council Members' Terms

- (1) The term of office of a council member ends at the end of the Annual General Meeting (AGM) at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

11. Removing Council Member

- (1) Unless all the Owners are on the Strata 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. If no replacement council member is elected with a majority vote, the current Strata Council will continue in place.

12. Replacing Council Member

- (1) If a council member resigns or is unwilling or unable to act for a period of TWO (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 in 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 (2) or more months, persons holding at least TWENTY PERCENT (20%) of the Strata Corporation's votes may hold a Special General Meeting (SGM) to elect a new council by

complying with the provisions of the *BC Strata Property Act*, the Regulations and these bylaws respecting the calling and holding of meetings.

13. Officers

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

14. Calling Council Meetings

- (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.

15. Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council

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

17. Council Meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (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) above, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under Section 135 of the *BC Strata Property Act*;
 - (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at Council Meetings

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

19. Council to Inform Owners of Council and General Meeting Minutes

- (1) The council must inform Owners of the minutes of all council and general meetings within THIRTY (30) days of the meeting, whether or not the minutes have been approved.
- (2) If the Owner has supplied the Strata Council with an E-mail address for delivery of notices to him or her, then the council shall send Owner's minutes of all council and general meetings by E-mail, if requested by the Owner.

20. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) to (4) below, 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) below.
- (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 a House Rule; or
 - (b) whether a person should be fined, and the amount of the fine.

21. Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) If a proposed expenditure has not been put forward for approval in the budget or at an AGM or SGM, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Subject to Section 98 (2) of the *BC Strata Property Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than FIVE PERCENT (5%) of the annual operating budget.

- (4) Any non-emergency Alteration/Betterment expenditure greater than FIVE THOUSAND DOLLARS (\$5,000.00) not specifically identified and approved in the annual operating budget will require a THREE-QUARTERS ($\frac{3}{4}$) vote of Owners at an AGM or SGM.
- (5) Existing contracts are exempt from the provision noted in subsection (2) above and maybe renewed providing the goods, service or work contracted for is satisfactory and meets required standards.
- (6) The Strata Corporation shall employ only qualified, licensed and insured contractors.
- (7) Despite subsections (1) and (3) above, a council member may spend the Strata Corporation's money to repair or replace Common Property or Limited Common Property or Common Assets if the repair or replacement is immediately and reasonably required to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (9) Pursuant to Section 82 of the *BC Strata Property Act*, SBC 1998, Chapter 43, the Strata Council may not acquire or dispose of personal property with a value in excess of ONE THOUSAND DOLLARS (\$1,000.00) unless the same is approved in the annual budget or by a THREE-QUARTERS ($\frac{3}{4}$) vote of Owners at an AGM or SGM.

21.1 Restrictions With Respect to Contracts Bylaw

- (1) For any expenditure exceeding FIVE THOUSAND DOLLARS (\$5,000.00) per annum, the council shall seek a minimum of THREE (3) quotes, bids, or tenders from various competitive suppliers, contractors, or service providers considered knowledgeable and experienced in their field. Should the required THREE (3) quotes, bids, or tenders not be obtained for whatever reason, council may proceed upon assuring itself that it is obtaining a fair market price for the goods, work, or services provided or contracted for, and report the exception to the Strata Corporation at the first opportunity.
- (2) Existing contracts are exempt from the provision noted in subsection (1) and may be renewed providing:
 - (a) the compensation paid by the strata remains the same as previously negotiated or does not increase by more than FIVE PERCENT (5%) per annum; and
 - (b) the goods, service or work contracted for is satisfactory and meets required standards.
- (3) Council must ensure that adequate liability insurance, and WorkSafeBC (Workers' Compensation Board of BC) coverage is carried by anyone supplying goods and services to the Strata Corporation.
- (4) Council may reject the lowest or any quotes, bids, or tenders received.

- (5) Strata Owners are not prohibited from supplying or bidding on goods and service contracts providing they meet the required criteria as outlined in this section and comply with conflict of interest rules set out in Sections 32 and 33 of the *BC Strata Property Act*.

22. Limitation on Liability of Council Members and Volunteers.

- (1) A council member, or a volunteer who has been delegated duties by the Strata Council in writing (a "Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) above does not affect a council member's or Volunteer's liability, as an Owner, for a judgment against the Strata Corporation.
- (3) Each Strata 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 Strata Council or Volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a Strata Council member or Volunteer is adjudged guilty of wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

Division 4 – Enforcement of Bylaws and House Rules

23. Maximum Fine

- (1) The Strata Corporation may fine an Owner a maximum of:
 - (a) up to TWO HUNDRED DOLLARS (\$200.00), at the discretion of the Strata Council, for each contravention of a Bylaw [save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500.00)];
 - (b) up to FIFTY DOLLARS (\$50.00), at the discretion of the Strata Council, for each contravention of a House Rule; and

24. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a Strata Bylaw or a House Rule continues, without interruption, for longer than SEVEN (7) days, a fine may be imposed every SEVEN (7) days.

25. Small Claims Court Actions and Forced Sale Actions

- (1) The Strata Council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation in excess of ONE THOUSAND DOLLARS (\$1,000.00). The Strata Council may engage legal counsel without Owners approval in the case of legal action being served against the Strata Corporation.
- (2) The Strata Council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTERS ($\frac{3}{4}$) vote.
- (3) The Strata Council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, and may expend funds from the Contingency Reserve Fund (CRF) on the legal fees necessary to conduct the proceedings.

26. Full Indemnity Legal Costs

- (1) A unit Owner in default of the payment of common expenses, Strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *BC Strata Property Act* (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his/her own client, that is, on a full indemnity basis.
- (2) For purposes of Section 133 (2) of the *BC Strata Property Act*, "reasonable costs of remedying the contravention" of the Strata Corporation's Bylaws or House Rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his/her own client, that is, on a full indemnity basis.
- (3) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation 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, and shall become due and payable on the date of payment of the monthly assessment.

Division 5 – Annual and Special General Meetings

27. Person to Chair Meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those eligible voters who are present at the meeting.
- (4) Special General Meetings may be called by a signed petition of TWENTY PERCENT (20%) of the eligible Owners delivered to the Strata Council outlining the agenda with appropriate attachments. Related information must be delivered to all Owners SEVEN (7) days in advance of the Special General Meeting (SGM), which shall be held within FOUR (4) weeks of the notice to the Strata Council.

28. Annual General Meeting

- (1) Annual General Meetings shall be called by the Strata Council within TWO (2) months after the end of the Fiscal Year.

29. Participation By Other Than The 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.

30. 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. 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.
- (4) 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 chairs the meeting where there is a tie vote, the chair elected in accordance with section 27 (3) may break the tie by casting a second, deciding vote.

- (5) Annual and special general meetings may be attended by electronic means, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (6) A person who attends a meeting as provided in subsection (5) is deemed to be present in person at the meeting.
- (7) If the Strata Corporation is entitled to register a lien against a Strata Lot under Section 116 (1) of the *BC Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (8) The election of each Strata Council Member must be voted on by the Owners present in person, and to be elected each Council Member must be elected by a majority of votes cast. Strata Council Members are not to be elected by acclamation.

31. 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 [including agenda additions petitioned by TWENTY PERCENT (20%) of Owners and distributed to all Owners at least SEVEN (7) days in advance of the meeting];
 - (f) approve the 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 House Rules made by the Strata Corporation under Section 125 of the *BC Strata Property Act*;
 - (j) report on insurance coverage in accordance with Section 154 of the *BC 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 *BC 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 *BC Strata Property Act*;
 - (m) elect the new Strata Council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

32. Quorum at Annual and Special General Meetings

- (1) Pursuant to Section 48 of the *BC Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE-THIRD (**1/3**) of the eligible Owners.

- (2) Notwithstanding Section 48 (3) of the Act, if within ½ hour 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 the Owners; but in any other case, the meeting shall stand adjourned for a further ½ hour 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.

Division 6 – Voluntary Dispute Resolution

33. Voluntary Dispute Resolution

- (1) A dispute among Owners, Tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the Regulations, the Bylaws or the House 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 7 – Advertising Activities Concerning Strata Lots

34. Signage and Other Fixtures

- (1) An Owner, Tenant or Occupant of a residential Strata Lot shall not:
 - (a) erect or permit to be erected, or to remain, any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a Strata Lot or of the Common Property, except a temporary notice to sell the Strata Lot of a size, style and location approved by the Strata Council or an election-related sign during an election; and
 - (b) erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a Strata Lot or on Common Property, common facilities or other assets of the Strata Corporation.

Division 8 – Parking and Motor Vehicles

35. Parking

- (1) Owners, Tenants, Occupants or their guests shall only park motor vehicles in areas designated for such purpose such as driveways and garages.
- (2) Owners, Tenants, Occupants or Visitors shall not park on internal roads.
- (3) Owners, Tenants or Occupants shall not use the Visitor parking to park their motor vehicles, except on a temporary basis (8 hours) and will clearly identify the Strata Lot of the vehicle Owner and the departure time on the windshield of the vehicle.
- (4) An Owner, Tenant, Occupant and their Visitors shall not park the following on the Common Property:
 - (a) an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the Strata Council;
 - (b) motorhomes, recreational vehicles, trailers, trucks larger than a $\frac{3}{4}$ ton pick-up, campers, boats or a similar type of vehicle without the prior approval of the Strata Corporation, which said approval may be granted subject to conditions; or
 - (c) a commercial vehicle including a transport, logging truck, dump truck, bus or other similar vehicle.
 - (d) Notwithstanding the foregoing, a commercial vehicle may park on Common Property roadways if reasonably necessary and only when servicing a Strata Lot, Common Property or Limited Common Property and shall not block access unnecessarily.
- (5) An Owner, Tenant, Occupant and their Visitors shall not:
 - (a) conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on Common Property;
 - (b) park a vehicle on the Common Property in a manner which may compromise the safety or security of the residents of the complex or which prevents or restricts the ingress and egress of vehicles to and from the complex;
 - (c) exceed the speed limit of 20 kilometres per hour (20 KPH) on the Common Property;
 - (d) shall not park a Visitor's vehicle in the Visitors' parking space for more than FOURTEEN (14) days in a calendar month without the prior written approval of the Strata council; and
 - (e) park a motor vehicle which is leaking oil or other fluids on the Common Property or Limited Common Property.
- (6) The Strata Council shall provide written notice of any violation of this bylaw 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 Strata Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.

- (7) 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.
- (8) In addition to the rights conferred by subsections (6) and (7) the Strata Council has the right to immediately tow any vehicle, which is parked in violation of Section 35 (5)(b).
- (9) The Owner or Tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his/her own client, and any other reasonable costs.

Division 9 – Rental of Strata Lots

36. No Restriction of Rentals by Strata Corporation

- (1) The strata corporation must not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot.

36.1 Landlord to Give Bylaws, Rules and Notice of Tenant's Responsibilities to Tenant

- (1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant
 - (a) the current bylaws and rules, and
 - (b) a Notice of Tenant's Responsibilities in the prescribed form.
- (2) Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.
- (3) If a landlord fails to comply with subsection (1) or (2), the tenant
 - (a) is still bound by the bylaws and rules, but
 - (b) may, within 90 days of learning of the landlord's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord.
- (4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.

36.2 Assignment of Powers and Duties to Tenant

- (1) A landlord may assign to a tenant some or all of the powers and duties of the landlord that arise under this Act, the bylaws or the rules, but may not assign to a tenant the landlord's responsibility under section 131 for fines or the costs of remedying a contravention of the bylaws or rules.
- (2) The assignment is not effective until the landlord gives the strata corporation a written notice stating all of the following:
 - (a) the name of the tenant to whom the assignment is made;
 - (b) the powers and duties that have been assigned;
 - (c) the time period during which the assignment is effective.

36.3 Long Term Lease

- (1) In this section, "**long term lease**" means a lease to the same person for a set term of 3 years or more.
- (2) If a residential strata lot is leased under a long term lease, the tenant is assigned the powers and duties of the landlord under this Act, the bylaws and the rules for the term of the lease.
- (3) Before exercising any powers of the landlord, the tenant must have given to the strata corporation written notice of the assignment referred to in subsection (2), stating the name of the tenant and the time period during which the lease is effective.
- (4) The strata corporation must give a copy of the notice referred to in subsection (3) to the landlord and to the owner.
- (5) The assignment does not include an assignment of the landlord's responsibility under section 131 for fines or the costs of remedying a contravention of the bylaws or rules.
- (6) The tenant must not, without the owner's consent, exercise any power or right of an owner
 - (a) to acquire or dispose of land,
 - (b) to cancel or amend the strata plan, or

- (c) to do anything that would affect the owner's interest in the strata lot, common property or land that is a common asset.
- (7) The landlord must not deal with the landlord's interest in the strata lot, common property or land that is a common asset in a way that unreasonably interferes with the rights of the tenant under the lease or assignment.

36.4 Prohibition Against Use of Strata Lot as Short Term Rental

- (1) For the purpose of this bylaw "short term rental" means:
 - (a) The use of all or part of a strata lot for the 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.
- (2) 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 a short term rental;
 - (b) Market, list, offer or advertise all or any part of their strata lot as being available for use as a short term rental.
- (3) Notwithstanding bylaw 23(1), where an owner, occupant or tenant contravenes subsection (2)(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 a short term rental.
- (4) Where an owner, occupant or tenant contravenes subsection (2)(b), 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 a short term rental.

Division 10 – Insurance and Other Perils

37. Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to Section 149 (4)(a) of the *BC Strata Property Act*.
- (2) For purposes of Section 149 (4)(b) of the *BC Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (c) earthquake insurance; and
 - (d) Director's and Officer's Liability Insurance for a minimum amount of TWO MILLION DOLLARS (\$2,000,000.00) or such lesser amount as may be available.
- (3) Subject to the Regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of Strata Fees calculated in accordance with Sections 99 (2) or 100 (1).
- (4) Despite any other section of the Act or the Regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under Section 159 of the Act.
- (5) An Owner, Tenant, Occupant or Visitor must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) cause damage, other than reasonable wear and tear to the Common Property, common assets or those parts of a Strata Lot, which the Strata Corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.
- (6) An Owner shall reimburse the Strata Corporation for maintenance, repair or replacement costs plus any losses or damages to a 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,

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the Owner.

- (7) For greater certainty, an Owner is responsible even if that Owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to Section 158 (2) of the Act.
- (8) Without restricting the generality of the foregoing, an Owner is responsible for:
- (a) any water escape damage from that Owner's Strata Lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the Owner's Strata Lot including, but not limited to the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;
 - (viii) fish tank;
 - (ix) fireplace; and
 - (x) any other similar type of appliance, equipment or fixture.
 - (b) any damage arising out of any Alteration or Betterment 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 only if the Alteration or Betterment was attached to the Information Certificate (Form B) when the current Owner purchased the Strata Lot; and
 - (c) any damage to property that an Owner is required to repair or maintain.
- (9) An Owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the Strata Lot, Limited Common Property or Common Property, including legal costs on a full indemnity basis client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the Owner.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the Owner and shall become due and payable as part of that Owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An Owner should obtain and maintain an appropriate 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 Alterations;
- (d) any Betterments or changes to the buildings or fixtures built or installed by the developer; and
- (e) losses from water escape and rupture.

Division 11 – Alteration/Betterment Indemnity Agreement

38. Alteration/Betterment Indemnity Agreement

- (1) The Strata Corporation wishes to standardize the Alteration/Betterment Indemnity Agreement (the standard "Indemnity & Alteration Agreement" – referring to Schedule A, pages 29 to 34 of these bylaws) by registering same as part of these Consolidated Bylaws and to create a registration system for Alterations and Betterments to Strata Lots, Limited Common Property and Common Property.
- (2) An Owner, Tenant or prospective purchaser should contact the Strata Corporation to verify the terms and conditions of an Alteration/Betterment Indemnity Agreement applicable to a particular Strata Lot or other documentation describing the Alterations or Betterments. This information will be attached to the Information Certificate (Form B) at purchase time.
- (3) Each affected person is obligated to investigate the terms and conditions applicable to each Alteration/Betterment Indemnity Agreement or other information regarding Alterations and Betterments and to satisfy himself or herself as to the meaning and impact of any such Agreement. The Strata Corporation is not responsible for any claim, action, loss, damages, costs or expenses associated with or arising out of the interpretation of the said Agreement or statements or representations regarding the content of such an Agreement.

Division 12 – Miscellaneous

39. Correspondence and Notice To and From the Strata Council

- (1) If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if said notice and/or consent is in writing and signed by the Owner, Tenant or Occupant.

- (2) Complaints to the Strata Council must be in writing and signed by the Owner, Tenant or Occupant making the complaint. E-mail complaints are accepted and E-mail account is considered as signature. Unwritten complaints shall not be accepted.
- (3) Strata Corporation documents such as Strata Bylaws, House Rules, AGM and SGM notifications, and meeting minutes shall be distributed in writing to Owners, or by E-mail, if requested by Owners, or from the Strata's on-line website if available.

40. Miscellaneous

- (1) The fiscal year of the Strata Corporation begins on April 1st and ends on March 31st of each year.
- (2) Owners, Tenants, Occupants and Visitors must prepare all recyclable materials properly for recycling and place them in the appropriate recycling containers or take them to a recycling station as required, and must, in addition to any fine imposed by the Strata Corporation, pay any external fine imposed on the Strata Corporation for failure to do so.
- (3) Owners, Tenants, Occupants and Visitors must not place recyclable materials in the garbage disposal bins and must, in addition to any fine imposed by the Strata Corporation, pay any external fine imposed on the Strata Corporation for doing so.
- (4) In order to preserve the visual integrity of the development, all window coverings including shades, screens, and window coverings within a Strata Lot which are visible from the exterior of such Strata Lot shall be of a neutral colour and similar in appearance to other such window coverings in the complex. In the event of a dispute, the Strata Council shall determine in its sole discretion whether or not the window coverings complies with the provision of this bylaw.

41. Depreciation Report

- (1) The Strata Corporation shall prepare a depreciation report estimating the repair and replacement costs for major items in the Strata Corporation and the expected life of those items to assist it in determining the appropriate amount for the annual contribution to the contingency reserve fund.
- (2) A depreciation report must contain information based in the guidelines for depreciation reports as set out in the regulations and may be in the prescribed form (if available).
- (3) This depreciation report shall be updated every THREE (3) years unless there is a THREE-QUARTERS ($\frac{3}{4}$) vote for postponement.

42. Severability

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

Supplied to StrataDocs 2023/06/15
Ordered by Ron Neal 2024/04/16

Schedule A

INDEMNITY & ALTERATION AGREEMENT

Dated this _____ day of _____, 20__

BETWEEN:

THE OWNERS, STRATA PLAN VIS 4909

(hereinafter the "Strata Corporation")

AND:

The registered owner(s) of Strata Lot _____.

(hereinafter the "Owner")

WHEREAS:

- A. Pursuant to the provisions of the registered bylaws of the Strata Corporation, an Owner requires the prior written permission of the Strata Corporation before making certain changes to his or her Strata Lot, the Limited Common Property and/or the Common Property.
- B. The Owner has made an application to the Strata Corporation for the following alteration(s):

in accordance with the plans and specifications annexed hereto and forming part of this Agreement (the "Alteration").

- C. The Owner is the registered owner of a strata lot located in the City/Town of _____ legally described as follows:

Strata Lot _____, Strata Plan VIS 4909, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1 (the "Strata Lot").

- This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.
- D. The Owner has applied to the Strata Corporation to install the “Alteration” and has agreed to sign this Agreement as a condition of approval.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained and the payment of ONE DOLLAR (\$1.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. In order to obtain the final written approval for the Alteration from the Strata Corporation, the Owner covenants and agrees with the Strata Corporation that he/she shall (*Cross out and initial the provisions that do not apply.*):
 - (a) supply the Strata Corporation with a copy of all required building permits and permissions (the "Permits") before commencing work on the Alteration, or alternatively, upon request, the Strata Corporation will execute an agent's agreement authorizing the Owner to apply on its behalf to the Town of View Royal for the Permits required for the Alteration and the Owner will provide a copy of the Permits to the Strata Corporation before commencing work, and the costs of the Permits to be borne by the Owner;
 - (b) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Town of View Royal so as to not cause a nuisance or disturb the surrounding owners;
 - (c) assume all costs and expenses related to the Alteration;
 - (d) retain at the Owner's sole expense, a professional engineer or building envelope professional approved by the Strata Council:
 - (i) to prepare and submit the specifications and plans for the Alteration to the Council for approval before commencing the work;
 - (ii) to inspect the work during the course of construction to ensure compliance with the specifications and all other applicable building codes and laws; and,
 - (iii) to certify in writing to the Strata Corporation that the Alteration has been constructed in compliance with the British Columbia Building Code (BCBC) and all other applicable laws;
 - (e) employ qualified contractors to perform the work on the Alteration;
 - (f) provide the Strata Corporation with satisfactory evidence that adequate insurance coverage is in place for the Alteration as required by this Agreement before commencing work and to ensure that such coverage is in place at all times;
 - (g) assume responsibility to repair, maintain and replace the Alteration to the Strata Lot or the Limited Common Property at his/her sole cost and if the Owner fails to repair and maintain the Alteration after notice to that effect from the Strata Corporation, then the Strata Corporation may perform the work on behalf of the Owner and charge all expenses related to that work to the Owner, including any legal costs as between a solicitor and his/her own client;

- (h) the Strata Corporation shall repair, maintain and replace the Alteration, if approved by the Strata Council, to the Common Property on behalf of the Owner and all expenses related to that work shall be charged to the Owner, including any legal costs as between a solicitor and his/her own client;
 - (i) assume responsibility to insure the Alteration at his/her sole cost and if the Owner fails to insure or to maintain insurance on the Alteration, then the Strata Corporation may obtain the insurance on behalf of the Owner and charge all expenses related to that insurance to the Owner, including any legal costs as between a solicitor and his/her own client;
 - (j) indemnify the Strata Corporation in accordance with the terms of this Agreement, including payment of any legal costs on a full indemnity basis;
 - (k) pay the cost of preparing this Agreement forthwith upon demand, including any costs or expenses incurred by legal counsel for the Strata Corporation;
 - (l) pay the costs to register this Agreement at the Land Titles Office, if required; and,
 - (m) before proceeding with the Alteration, obtain the preliminary written approval of the Council specifying the colour, size and appearance of the Alteration, which said approval shall not be unreasonably withheld.
2. Upon completion of the installation of the Alteration, the Owner shall confirm in writing that he/she has complied with the conditions set out in this Agreement, request the Strata Council to inspect the Alteration and, if satisfied, to provide final written approval for the Alteration.

INSURANCE & INDEMNITY:

3. The Owner agrees to pay for any damage caused by the Alteration to the Common Property, Common Assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under the bylaws or insure under section 149 of the SPA.
4. The Owner agrees to reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that Owner's Strata Lot, Common Property, Limited Common Property or the contents of same arising out of or related to the Alteration 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 that owner or the owner's employees, contractors, agents, volunteers or other similar persons, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
5. For greater certainty, an Owner shall be deemed to be a 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 indemnity related to the Alteration, the insurance deductible pursuant to

section 158(2) of the SPA, repair costs and any other related costs or expenses pursuant to this Agreement.

6. Any amount owing by the Owner to the Strata Corporation pursuant to this Agreement, including 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 cost or expense was incurred.
7. The Owner agrees to obtain and maintain a Homeowner Package 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 right to the claim; and,
 - (c) the Alteration.
8. The Owner shall provide the Council with confirmation that an owner's policy with coverage which complies with this Agreement is in place, together with a copy of the insurance policy before commencing the Alteration and thereafter within a reasonable time after request.
9. The Owner hereby agrees to indemnify and save harmless the Strata Corporation and its council members, representatives, agents, directors, officers, employees, contractors, managers, administrators, successors and assigns, from and against any and all claims, actions, causes of action, liability, losses, damage, suits or costs, including legal costs as between a solicitor and his/her own client, arising from, but not limited to, the following:
 - (a) any and all claims, liability or damage to the building envelope or to the Common Property, the Limited Common Property or the Strata Lot arising out of or related to the installation of the Alteration, or any other consequential damage arising out of the Alteration;
 - (b) any Builder's Lien claim which may be filed against the common property as a result of the installation, repair, maintenance or replacement of the Alteration;
 - (c) the increased costs for fire and liability insurance payable by the Strata Corporation, if applicable;
 - (d) the grant of permission by the Strata Council and/or the Strata Corporation to the Owner to alter Common Property, the Limited Common Property or the Strata Lot;
 - (e) any damage caused, in whole or in part, by the Alteration;
 - (f) any repair or maintenance or replacement costs related to the Alteration at any time during the term of this Agreement;
 - (g) any costs or expenses related to obtaining and maintaining applicable insurance coverage required pursuant to this Agreement; and/or,

(h) any other damage, costs or expenses arising out of the grant of permission or the installation of the Alteration or anything related to the Alteration and affixed to or placed on the Common Property, the Limited Common Property or the Strata Lot.

10. In the event of any claim being brought against the Strata Corporation, the Strata Corporation shall provide the Owner with written notice of such claim, and thereafter the Owner shall at his/her own expense defend, protect and save harmless the Strata Corporation against such claim or any loss or liability resulting from such claim, including legal costs as between a solicitor and his/her own client.
11. In the event that the Owner shall fail to adequately defend and/or indemnify and save harmless the Strata Corporation, then in such instance, the Strata Corporation shall have the full right to defend, pay or settle such claim on his/her behalf without notice to the Owner, and with full rights to recourse against the Owner for all fees, costs, expenses, and payments made or agreed to be paid in order to discharge and/or settle such claim, including legal costs as between a solicitor and his/her own client.
12. In the event the Owner shall fail to obtain and maintain adequate insurance coverage related to the Alteration in breach of this Agreement, then if the breach continues after the expiry of reasonable notice of same from the Strata Corporation, then the Strata Council in its discretion may obtain and maintain the insurance on behalf of the Owner and recover the costs of the premiums from the Owner.
13. Upon default, the Owner further agree to pay all reasonable legal fees and costs, as between a solicitor and his/her own client, necessary or required to enforce this Agreement.

SUBSEQUENT OWNERS:

14. The Owner agrees to inform a purchaser of the Strata Lot of the terms of this Agreement and to require that purchaser to agree in writing to assume the obligations of the Owner pursuant to this Agreement as a condition of closing and to provide the Strata Corporation with a copy of the executed assumption of this Agreement prior to closing.
15. This Agreement shall be in force until the earlier of:
 - (a) replacement of the Alteration; or,
 - (b) 99 years.
16. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, successors, assigns and personal representatives as the case may be.
17. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

THE OWNERS, STRATA PLAN NO. VIS 4909

Per:

Strata Council Member

Per:

Strata Council Member

Witness

Print Name

Date

Witness

Print Name

Date

Signature of Owner

Print Name

Date

Signature of Owner

Print Name

Date

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