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Lawyers & Notaries
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Victoria BC V8Z 3E9
2506563280

File No.: 03546-014
(Strata Corp. VIS1615 - Lord Harrison)

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
VIS1615	**THE COMMON PROPERTY, STRATA PLAN VIS1615**

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.

Glenda Lianne Macdonald K9AYJL

Digitally signed by Glenda Lianne Macdonald K9AYJL
Date: 2024-11-14 12:18:31 -08:00

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THE OWNERS, STRATA PLAN VIS 1615
(LORD HARRISON)

RESOLUTION #6

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

WHEREAS pursuant to s. 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 a strata corporation may amend its bylaws;

The Owners, Strata Plan VIS 1615 (Lord Harrison) certify that the following amendment to the bylaws of the Strata Corporation are approved by a ¾ vote resolution passed in accordance with section 128 of the Strata Property Act, at the Annual General Meeting held on October 23, 2024.

BE IT RESOLVED by a ¾ vote of THE OWNERS, STRATA PLAN VIS 1615 (Lord Harrison) that bylaw 4(2)(l) be repealed:

Division 1 / Section 4. Use of Property / 2 Other Restrictions l)

> l) owners, tenants, occupants, or visitors must not transport bicycles through the lobby, elevator, stairwells, or hallways and shall store their bicycles in designated storage area or storage locker on the common property or in front of their vehicle if they are parked in front of a wall. In no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property.

and the new bylaw 4(2)(l) below be approved and ratified by the Strata Corporation:

Division 1 / Section 4. Use of Property / 2 Other Restrictions l)

> l) owners, tenants, occupants, or visitors must not transport bicycles through the lobby, elevator, stairwells, or hallways and shall store their bicycles in designated storage area or storage locker on the common property. In no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property.

These amendments to the Bylaws shall have effect from the date of filing with the Victoria Land Title Registry.

Dated this 23 day of OCTOBER, 2024.

Signature of Council Member

Signature of Council Member

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Beacon Law Centre
140 - 4392 West Saanich Road
Victoria BC V8Z 3E9
250-656-3280

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
VIS1615	**THE OWNERS, STRATA PLAN VIS1615**

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.

Glenda Lianne Macdonald K9AYJL

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Date: 2022-10-26 11:17:57 -07:00

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STRATA PROPERTY ACT
FORM I
AMENDMENT TO BYLAWS
(Section 128)

Uploaded to StrataDocs 2024/11/20
Ordered by Rosemarie Colterman 2025/04/07

The Owners of Strata Plan VIS 1615 (Lord Harrison) hereby certify that the following amendment to the bylaws of the Strata Corporation were approved by a resolution in accordance with Section 128 of the Strata Property Act at a duly constituted Annual General Meeting held on October 20, 2022.

The following bylaw is adopted and included with all other registered bylaws of the Strata Corporation;

BE IT RESOLVED, AS A THREE QUARTER (¾) VOTE OF THE OWNERS OF STRATA PLAN VIS 1615 that the pet bylaw of the Strata Corporation be amended as follows:

Existing Bylaw
Bylaw 5. Pet Restrictions

1) Owners, tenants, and occupants shall not keep pets of any kind in or about a strata lot or the common property OTHER THAN:
    a) a reasonable number of aquarium fish or small animals to be kept in an aquarium that does not exceed twenty gallons in size
    b) not more than two (2) caged birds
    c) one or two spayed or neutered domestic house cats
2) An owner, tenant, occupant, or visitor shall ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset of the strata corporation.
3) An owner, tenant, occupant, or visitor must ensure that all birds and animals living in a strata lot are registered with the Strata Council.
4) Should the strata council receive a written complaint about a permitted pet, the Council shall investigate the matter and may, in their sole discretion, issue a warning letter to the pet's owner if the complaint is justified. If a second complaint is received, then the council may levy a fine or, in their sole discretion, they may order the pet removed from the strata corporation property permanently on FOURTEEN (14) DAYS written notice.

Proposal # 2 – permitting 1 dog (up to 35lb) TO BE VOTED ON IF PROPOSAL #1 FAILS
Bylaw 5. Pet Restriction

1) Owners, tenants, and occupants shall not keep pets of any kind in or about a strata lot or the common property OTHER THAN:

a) a reasonable number of aquarium fish or small animals to be kept in an aquarium that does not exceed twenty gallons in size
b) not more than two (2) caged birds and
c) up to two spayed or neutered domestic house cats, OR
d) one dog weighing up to 35lb/15.9kg when fully grown (hypoallergenic dogs preferred); OR
e) one spayed or neutered domestic house cat and one spayed or neutered domestic dog weighing up to 35lb/15.9kg when fully grown (hypoallergenic dogs preferred)

2) An owner, tenant, occupant, or visitor must ensure that all birds and animals living in a strata lot are registered with the Strata Council within ten (10) days of the pet residing in the strata lot.
3) Dog owners must provide the Strata Corporation with proof of registration with the City of Victoria not later than March 31 of each year.
4) All pets must be leashed or otherwise secured when on property or land that is a common asset of the strata corporation.
5) Pets must always be taken off common property to relieve themselves. If any pet urinates or defecates on common property, or limited common property, the person responsible must immediately and completely remove the pet waste and dispose of it in a waste container or by some other sanitary means.
6) Damages caused by pets to the common property or common assets and 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) Pets must not cause a nuisance or be aggressive to other strata lot owners, tenants, occupants, or their pets.
8) The owner of the strata lot is responsible for ensuring their tenants, occupants, visitors, and/or agents comply with these bylaws.
9) Should the Strata Council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any pet is found to:
   a) be residing in the Strata Corporation contrary to subsection (1),
   b) be aggressive to other people or pets,
   c) have caused damage to the common property, and / or
   d) have repeatedly caused a nuisance or unreasonable noise the Strata Council may: send a warning letter to the owner, fine the owner, require the owner to repair any damage caused by the pet, or require said owner, occupant, or tenant to remove pet from the strata corporation on sixty (60) days written notice.

Strata Council

Strata Council

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Lord H

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Bylaws 2021

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Stevenson Luchies & Legh
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Victoria BC V8W 1E1
250-381-4040

File No. 12959-001 / JJH

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
VIS1615	**THE OWNERS, STRATA PLAN VIS1615**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Johnathan Justin Hanson 3H1NIJ

Digitally signed by Johnathan Justin Hanson 3H1NIJ
Date: 2021-03-03 13:21:06 -08:00

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Form I
Strata Property Act
[am. B.C. Reg. 312/2009, s. 7.]
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **Strata Plan VIS1615** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **December 16, 2020**

Resolution 6 - Rewording the Age Restriction Bylaw
BE IT RESOLVED as a ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS 1615 that bylaw 33(2) be amended as follows:
33(2) Subject to any statutory provisions to the contrary, no person under the age of NINETEEN (19) YEARS shall reside in any strata lot for period longer than SIXTY (60) DAYS in any calendar year:

Moved by: 306 ***Seconded by: 401*** ***In Favour: 16*** ***Opposed: 1*** ***Motion: PASSED***

Resolution 7 - Renumbering and making no-substantive ancillary changes to the bylaws
BE IT RESOLVED AS a ¾ vote of THE OWNERS STRATA PLAN VIS 1615 that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the Strata Corporation.

Moved by: 306 ***Seconded by: 409*** ***In Favour: 17*** ***Motion: PASSED***

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.

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STRATA PLAN VIS 1615 LORD HARRISON

Bylaws

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DECEMBER 16, 2020
STEVENSON LUCHIES & LEGH
APPROVED

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

1. Payment of strata fees

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

(2) The strata corporation may charge an owner with all bank charges and other charges that relate to such owner issuing a returned cheque for any payment hereunder.

(3) Owners must provide twelve postdated cheques before the first day of the month following the holding of each annual general meeting, or authorize electronic debit or electronic funds transfer for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.

2. Interest on late payment

(1) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on late assessments and other fees.

(2) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.

3. Repair and maintenance of property by owner

(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) 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 adjoining 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 that it must repair and maintain under the Strata Property Act or these bylaws, for the purpose of repairing or maintaining that component.

(3) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the strata corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the strata corporation may pursuant to section 85 of the Strata Property Act, enter into the strata lot and carry out the required work on seven (7) days written notice to the owner, and charge the owner the cost of such work.

(4) Owners, occupants and tenants must not allow a strata lot to become unsanitary, a hazard, or a source of odors or pests, and must not leave, pile, or store unreasonable amounts of personal belongings, compost, garbage, recycling material, in a strata lot or on common property. The

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strata corporation may, on seven (7) days written notice, enter a strata lot and carry out work to remedy a breach of this bylaw. The Strata Corporation may charge back the reasonable costs of the entry and any such remedial work to the owner.

4. Use of property

(1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, common utilities, or common assets in a way that:

(a) causes a nuisance or hazard to another person.

(b) causes unreasonable noise at any time, or any sustained or repetitive noise that is audible in another strata lot, between the hours of 11:00 p.m. and 8:00 a.m.

(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 is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal.

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(f) will increase the risk of fire or the rate of fire insurance premiums.

(g) uses the plumbing or electrical systems for any purpose other than those for which they were constructed.

(2) In addition to the above bylaws owners, tenants and occupants shall comply with the following further bylaws relating to use:

(a) no owner, tenant or occupant shall:

(i) hammer, saw or do other construction work between the hours of 8:00 p.m. and 8:30 a.m. or

(ii) chop wood on balconies or patios.

(b) owners, tenants and occupants and visitors shall not use a waterbed or water filled furniture in any strata lot unless they carry appropriate insurance and obtain the consent of the strata council.

(c) owners, tenants, occupants and visitors shall not shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish or litter of any kind shall be swept from or thrown from any window, door, balcony or patio.

(d) owners, tenants, occupants and visitors shall not feed wild birds (except humming birds) from their strata lot or the common property.

(e) owners, tenants, occupants and visitors shall not store or permit to be stored in or about their strata lot or the common property any flammable, explosive or hazardous materials.

Occupancy and Use Restriction

(f) owners, tenants, and occupants must not use their strata lot as anything other than a single-family residence. For the purposes of this bylaw:

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(i) A "single-family residence" shall mean a place of residence which is ordinarily occupied by no more than four (4) people with at least one (1) person being an owner, a family member of an owner, or a tenant.

(ii) A "single-family residence" does not include businesses, professional or commercial activities within a strata lot that results in employees, customers or clients attending the common property of the strata lot.

(iii) A person will be deemed to be ordinarily occupying a strata lot if they spend more than 60 nights a calendar year in a strata lot.

Other Restrictions

(g) owners, tenants, and occupants shall not install or permit to be installed any radio, telephone or television antennae or receiving dish on the exterior of the building nor shall they display any sign, banner, poster or other material save and except as permitted under federal, provincial, or municipal election laws ("election signs") which election signs shall be:

(i) limited to one sign per resident; and

(ii) no larger than two feet by three feet in size..

(h) owners, tenants, occupants and visitors shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building.

(i) owners, tenants, occupants or visitors shall not leave personal property of any kind, in or about the common areas. Firewood or shopping carts may be stored in owners' parking spaces providing that they do not obstruct, cause inconvenience, or pose risk of injury to any other resident, or encroach on their space. A small amount of firewood may be stored in parking spaces except in stalls 17, 18, 39 and 40 as those stalls have the carbon monoxide detectors. Firewood must be stacked against the wall of the parking stall, or between columns, and the stack cannot exceed 18 inches in depth, 3 feet in width, and 2 feet in height.

(j) only CSA certified gas or electric barbecues be allowed to be used between the hours of 8 a.m. and 11 p.m., seven days a week.

(k) owners, tenants, and occupants may not use live cut Christmas trees in the strata corporation. Only artificial trees are permitted.

(l) owners, tenants, occupants or visitors must not transport bicycles through the lobby, elevator, stairwells or hallways and shall store their bicycles in designated storage area or storage locker on the common property or in front of their vehicle if they are parked in front of a wall. In no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property.

(m) owners, tenants and occupants shall not pick, pull or damage any of the plants or shrubs on the common property that belong to the corporation and shall ensure that all outside taps are turned off tightly after use.

(n) no owner, tenant or occupant who is not a member of the strata council shall interfere in any way with the management and administration of the common property including,

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without restricting the generality of the foregoing, the adjustment of heat in any common area, the opening or closing of doors in the common hallways so as to affect the heat, and no owner, tenant or occupant who is not a member of the strata council shall interrupt or interfere with any contractor of the strata corporation or give instruction to them.

(o) owners, tenants and occupants acknowledge that all goods and chattels left on the common property or in any storage locker are left there at their sole risk and that the strata corporation shall not be liable for any losses or damages that may occur.

(p) owners, tenants and occupants shall not allow excessive amounts of water to build up on any patio or balcony and shall ensure that the drains are not blocked with leaves or other debris.

(q) owners, tenants, and occupants must have firewood in a closed container when transporting it on the elevator and through common hallways.

(r) no fasteners may be inserted into the soffit above individual patios and/or balconies, nor into the fascia board or hardy board. Owners may not paint exterior wall or trims, nor install indoor outdoor carpeting over the vinyl on the patio and/or balconies. The patios and/or balconies are part of the unit entitlement and the cost of repairs for any damage done by an owner will be the responsibility of the owner. These measures are necessary to preserve the remediation work per Chatwin Engineering.

(3) An owner, tenant, occupant or visitor must not cause damage 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, reasonable wear and tear excepted.

(4) Owners are responsible for the acts of their tenants and any other person they admit to the strata corporation building.

4.1 Rules converted to bylaws

(1) Owners, occupants, tenants and visitors must not place unsolicited information regarding the Strata Corporation's business under owners' doors unless it is an emergency or has been approved by the Strata Council.

(2) Owners, occupants, and tenants that have an in-suite security system with outside monitoring, is required to leave a key to their unit with a person of their choice within the building and provide the Council with written notice indicating who they have left their key with. This information will be kept on file with Council and the Property Management Company. If a key is not given to someone in the building, any damage caused in an emergency situation must be paid for by the owner who did not provide a key.

5. Pet restrictions

(1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property OTHER THAN:

(a) a reasonable number of aquarium fish or small animals to be kept in an aquarium that does not exceed twenty gallons in size.

(b) not more than two (2) caged birds.

(c) one or two spayed or neutered domestic house cats.

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(2) An owner, tenant, occupant or visitor shall ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset of the strata corporation.

(3) An owner, tenant, occupant or visitor must ensure that all birds and animals living in a strata lot are registered with the Strata Council.

(4) Should the strata council receive a written complaint about a permitted pet, the Council shall investigate the matter and may, in their sole discretion, issue a warning letter to the pet's owner if the complaint is justified. If a second complaint is received, then the council may levy a fine or, in their sole discretion, they may order the pet removed from the strata corporation property permanently on FOURTEEN (14) DAYS written notice.

5.1 Smoking restrictions

(1) Owners, tenants, occupants, and visitors must not smoke in, or on all areas of the Strata Corporation's interior common property and exterior common property within 6 meters (20 feet) of a door, window or air intake.

(2) Owners, tenants, occupants, and visitors must not smoke in, or on:

(a) the interior of all strata lots; and

(b) exterior balconies and patios of all strata lots.

(3) For the purpose of this bylaw:

(a) "Smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.

(b) For the purposes of these bylaws, "cannabis" means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom

(4) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building and its grounds, including inside the strata lots and on the patios and balconies.

(5) Any owner who lets, rents, leases, grants licenses of occupancy, or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited in the Strata Corporation, and such owner shall be responsible for any breach of these bylaws by any such person they have leased, rented or granted a license of occupancy to their strata lot.

(6) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.

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(7) Any Human Rights based exemption granted by the Council pursuant to section (6) above shall apply only to the interior of the exempted individual's strata lot and not the balconies or patios.

(8) Subsection (2)(a) of this bylaw does not apply to any owners, occupants or tenants who currently smoke within their strata lot at the time this bylaw was adopted on December 12, 2018 and who were registered as grandfathered smokers in accordance with the bylaw.

(9) All owners, occupants, and tenants permitted to smoke in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, purify the air within their strata lots through the use of air purifiers and or smoke eaters, to prevent secondhand smoke from infiltrating the interior common property, or other strata lots.

(10) If the Strata Council receives complaints and determines that a permitted smoker is causing a nuisance or a hazard to the health of the owners, occupants or tenants of other strata lots, then the Strata Council may revoke the smoker's right to smoke in their strata lots, on 30 days written notice.

5.2 Prohibition against growing, and sale of cannabis and controlled substances

(1) Owners, occupants, tenants, and visitors may not:

(a) process, keep or store or any "controlled substance" as that term is defined in the Controlled Drugs and Substances Act, in or on a strata lot, or the common property; or

(b) barter, trade, or sell cannabis or any derivative thereof, or any "controlled substance" in or from a strata lot, or the common property.

(2) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (1), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot on 24 hour's written notice to carry out an inspection of that strata lot to determine if a contravention of subsection (1) has occurred.

(3) An owner shall indemnify and save harmless the Strata Corporation from any direct or indirect expenses, including but not limited to legal costs, incurred by the Strata Corporation for maintenance, repair or replacement rendered necessary to the common property or to any strata lot (including the owner's strata lot) as a result of damage arising from growing, keeping or storing cannabis plants, or producing or manufacturing "controlled substances" within an owner's strata lot or on the common property, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner, pursuant to section 158(2) of the Strata Property Act.

5.3 Prohibition against use of strata lot as a short term rental

(1) For the purposes of this bylaw "short term rental" means:

(a) the use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;

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(b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days.

(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; or

(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) Where an owner, occupant or tenant contravenes subsection(2)(a) the Council may fine the owner of the strata lot 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 Council may fine the owner of the strata lot 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.

5.4 Anti-harassment bylaw

(1) Owners, occupants, tenants, council members and visitors must not harass other owners, occupants, tenants, visitors, council members, or the strata corporation's property manager, contractors, agents or employees.

(2) For the purposes of subsection (1) "harass" or is defined as:

(a) making humiliating or offending remarks to or about someone in writing or verbally;

(b) threatening or intimidating someone;

(c) interfering with a council member, property manager, agent, contractor or employee of the strata corporation, in the conduct of their duties;

(d) repeatedly following or confronting someone in the common property or at their strata lot;

(e) recording another owner, occupant or tenant without their consent;

(f) sending an unreasonable amount of correspondence to the council or property manager;

(g) making a series of spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant or tenant;

(h) making an unreasonable number of demands of a council member, property manager, agent, contractor, other owners, occupants and tenants to provide information or to carry out actions; or

(i) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability.

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(3) If an owner, occupant or tenant harasses council members, the property manager, agent, contractor, other owners, occupants and tenants, the Strata Council may:

(a) fine the owner, occupant or tenant;

(b) restrict the owner's, occupant's or tenant's ability to request documents and submit correspondence to the Strata Council and property manager to a reasonable level;

(c) ban the owner, occupant or tenant from attending or speaking at council meetings with the exceptions of hearings under section 34.1 and 135 of the Strata Property Act; and

(d) ban the owner, occupant or tenant from speaking at general meetings.

6. Inform strata council

(1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons who are living in the strata lot and their tenant's name, email and other contact information (if any). The owner must promptly provide written notification to the strata corporation of any changes to this information.

(2) On request by the council or a council member, any owner, occupant, tenant or visitor must inform the strata corporation of his or her name and in which strata lot they are residing in or visiting.

7. Alterations to a strata lot or the common property

(1) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Alteration Agreement. The strata corporation will ensure that a copy of all Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

(2) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw. The approval of Alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the Alteration was approved. The repair and maintenance of Alterations that existed prior to the adoption of this bylaw, whether or not they were approved by council at the time, is governed by bylaws 3(2) and 10(2). The adoption of this bylaw does not grandfather pre-existing unapproved Alterations.

(3) Before changing, upgrading, modifying, removing, constructing, or replacing any of the following:

(a) the structure of a building;

(b) the exterior of a building (including paint);

(c) things attached to the exterior of a building;

(d) doors including door locks and door handles, windows, (including the casings, the frames and the sills of such doors and windows) on the exterior of a building, or that front on the common property;

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(e) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;

(f) flooring in a strata lot located above another strata lot;

(g) exterior storage;

(h) awnings or shades over or around the exterior of any windows, doors or balconies;

(i) railings, glass enclosures, or similar structures that enclose a patio or balcony or yard;

(j) interior or exterior walls (the removal, demolition, significant modification or construction of only); and

(k) common property;

(herein referred to as an "Alteration") an owner must first obtain permission in accordance with subsections (4) to (7) below.

Application Procedure

(4) Owners must apply in writing for permission to carry out an Alteration, at least three (3) weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):

(a) details of the proposed Alteration;

(b) detailed plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;

(c) name of proposed contractor(s) who will perform the work;

(d) any other documents or information which the council may reasonably require in order to grant permission;

(5) Upon receipt of an application for an Alteration, the council shall, in writing, within three (3) weeks from the date of receipt of the Application or an Amended Application:

(a) request further information;

(b) approve the Application or Amended Application;

(c) schedule a council hearing on the Application; or

(d) reject the Application or Amended Application.

(6) The council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots and the building as whole.

Conditions for Approval

(7) As a condition of approving an Alteration the council may require an owner to do one or more of the following:

(a) assume responsibility for any expenses related to the Alteration;

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(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 council prior to the commencement of the work, if required by the Municipality;

(e) employ qualified, licensed and insured contractors or subcontractors to perform the work;

(f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;

(g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the council, failing which the strata corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;

(h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work;

(i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;

(j) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the council;

(k) cause all work to be conducted in accordance with the strata corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 6:00 p.m. Monday to Friday and not on weekends or public holidays;

(l) execute an Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the strata corporation;

(m) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration Agreement;

(n) remove and clean up any debris left outside the strata lot and on the common property by the end of each day;

(o) provide the strata corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act;

(p) cover the cost of repairing any damage incurred or of further clean-up of the common property necessitated as a result of the Alteration;

(q) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration; and

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(r) any other conditions reasonably required in the opinion of the council given the nature of the proposed Alteration.

(8) If an owner fails to supply satisfactory evidence of compliance with the British Columbia Building Code, the council may, at the cost of the Owner, engage an independent professional consultant/inspector to determine whether the Alteration complies with the Building Code.

Flooring Requirements

(9) An owner, occupant or tenant of a strata lot that is located above another strata lot who wishes to remove, replace, change, alter or install any flooring in a strata lot must:

(a) prior to removing the existing flooring or installing new flooring:

(i) apply to the council in writing;

(ii) provide the Council with the specifications of the proposed flooring;

(iii) provide the Council with proof of purchase of the flooring and underlay; and

(iv) obtain the Council's written consent to proceed with the alteration to the flooring;

(b) only install flooring and underlay in hallways, living rooms, dining rooms and bedrooms of each strata lot that when combined with the sub flooring and ceiling below will provide not less than 60 AIIC,(Apparent Impact Insulation Class);

(c) provide proof of installation of the approved flooring and underlay to the Council; and

(d) upon request from the Council, allow the Council and its agents to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.

(10) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIC ratings of the flooring.

(11) In the event that the AIIC ratings of the flooring is:

(a) 60 or higher, the Council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.

(b) 59 or lower the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:

(i) pay for the cost of testing the flooring;

(ii) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;

(iii) cover the flooring with carpeting; and / or

(iv) remove the flooring and replace it with flooring that conforms with the bylaws.

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Specific Prohibitions

(12) An owner, occupant or tenant of a strata lot must not install, place or use:

(a) a Jacuzzi tub, hot tub or similar device in or on their strata lot or on common property;

(b) a HVAC, heat pump or air-conditioner which is located outside of their strata lot, or which penetrates the building envelope.

8. Alterations made without permission

(1) If an owner, occupant or tenant makes, installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the council ("Unauthorized Alteration"), then the owner of that strata lot may apply to the strata corporation for permission to retain the Unauthorized Alteration.

(2) The council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition.

(3) If the council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.

(4) The council is authorized to take legal proceedings including an application to the Civil Resolution Tribunal pursuant to section 189.1 of the Strata Property Act against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the strata corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

9. Permit entry to strata lot

(1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to:

(i) 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 Act;

(ii) ensure compliance with the Act, the Regulations, the bylaws and the rules; and

(iii) inspect fire alarms and to carry out fire safety inspections.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

(3) For the purpose of subsection (1)(a):

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

(i) medical trauma or illness;

(ii) fire or smoke;

(iii) water penetration, leakage or flood;

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(iv) structural damage.

(b) authorized personnel is limited to:

(i) members of the council;

(ii) manager / concierge;

(iii) emergency and/or rescue personnel or law enforcement; or

(iv) persons contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.

(4) The person authorized to enter the strata lot must announce that they are in the unit by attaching a note to the door while they are working in the unit. The door of the unit will be locked when work is being done in the unit in the absence of the resident. They must also announce that they have been in the unit by leaving a note in a conspicuous location inside the unit when they leave.

(5) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the strata corporation shall have the right to gain entry by locksmith or force.

(6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the strata corporation as a result of the failure to permit entry.

Division 2 - Powers and Duties of Strata Corporation

10. 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;

(c) a strata lot, but the duty to repair and maintain it is restricted to:

(i) the structure of the building;

(ii) the exterior of the building;

(iii) balconies, gutters, drains, skylights and other things attached to the exterior of the building;

(iv) doors and windows on the exterior of the building or that front on the common property only if they leak or are causing damage to the building;

(v) fences, railings and similar structures that enclose patios, balconies, and yards; and

(vi) the cleaning of inaccessible doors, windows and skylights, chimneys, gutters and drains.

(2) PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any alterations made by an owner pursuant to bylaw 3(2), 7 or 8, or any such alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such alteration.

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(3) The strata corporation shall post advance notice of any work to be done that will potentially affect occupant privacy, e.g. washing exterior windows, or interfere with the normal access into or through the building, e.g. carpet cleaning, elevator repairs.

Division 3 - Council

11. Council size

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

12. Council members' terms, election and eligibility

(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.

(3) In addition to a registered owner, the following persons may stand for election to the strata council provided that they reside in the building:

(a) the spouse or common-law spouse of a registered owner;

(b) the parent or adult child of a registered owner;

provided always that no more than one resident of a strata lot shall serve on council at any one time.

(4) An owner may not stand for election to the strata council or continue to sit on the strata council if they are in arrears in the payment of any assessments or special levies for a period of 30 days and the strata corporation is in a position to file a lien on his/her strata lot under Section 116 of the Strata Property Act.

(5) If a council member is unable to continue to be on council pursuant to subsection (4), 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 14.

(6) The election of each Council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.

13. Removing council member

(1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

14. Replacing council member

(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.

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(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 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

15. Officers

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

(2) A person may hold more than one office at a time, but may not hold the offices of president and vice president at the same time.

(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 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.

(5) The council may remove an officer from his or her position as officer (but not as a council member) by a majority vote of the council.

(6) If the council removes an officer from his or her position, an election must be held immediately after to replace the Officer.

16. Calling council meetings

(1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if the notice is provided to all council members and:

(a) at least 2/3 of the council members consent in advance of the meeting; or

(b) the meeting is required to deal with an emergency situation and 2/3 of council members either:

(i) consent in advance of the meeting; or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

16.1 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.

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(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.

17. Quorum of council

(1) A quorum of the council is:

(a) 2, if the council consists of 3 or 4 members,

(b) 3, if the council consists of 5 or 6 members, and

(c) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

18. Council meetings and decision making between meetings

(1) At the option of the council, council meetings may be held, or council decisions made by electronic means including conference telephone calls, so long as all council members can communicate with each other during the meeting.

(2) If a council meeting is held by electronic means, or a council member attends by electronic means, then such members are deemed to be present in person.

(3) Owners may attend council meetings as observers but may not speak or address the council unless invited to do so by the council.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) outstanding strata fees, fines or special levy against a strata lot owner;

(d) council hearings conducted under sections 34.1 and 135 of the Strata Property Act;

(e) any legal action being considered against a strata lot owner or resident;

(f) any costs being levied against a strata lot owner for repair work; and

(g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.

(5) Audio and/or visual recording is prohibited during council meetings, without prior approval of the majority of council members.

(6) A resolution of the council may be passed without a meeting if written notice of the resolution is sent to all council members, and at least 2/3 of the council members entitled to vote on the resolution consents to it in writing. A consent in writing under this section may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the council passed in accordance with this section is

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effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

19. Voting at council meetings

(1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting and all decisions made pursuant to section 17(6) must be recorded in the council meeting minutes (listing numbers in favor and opposed).

20. Council to inform owners of minutes

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

21. Delegation of council's powers and duties

(1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that:

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent; and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case:

(a) whether a person has contravened a bylaw or rule: or

(b) whether a person should be fined, and the amount of the fine.

(5) No member of the strata council may act unilaterally except in the case of an emergency.

(6) Without limiting the generality of this section, the strata corporation may enter into a contract or contracts with a professional property manager for such purposes and on such terms as the council considers appropriate.

22. 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.

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(2) Pursuant to Section 82 of the Strata Property Act, SBC 1998, Chapter 43, the strata council may not acquire or dispose of personal property with a value greater than TWO THOUSAND ($2,000.00) DOLLARS unless such sale or purchase is approved by a 3/4 vote of the owners in general meeting.

(3) Pursuant to Section 98(2) of the Strata Property Act SBC 1998, Chapter 43, the strata council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the expenditure will potentially benefit all owners and the total annual amount of such expenditures in the fiscal year is less than FIVE THOUSAND ($5,000.00) DOLLARS and such has been approved by a majority resolution of the strata council.

(4) Notwithstanding subsections (1), (2) and (3) above, the strata council may spend the strata corporation's money, such expenditure may be made from the operating fund or the contingency reserve fund, to repair or replace common property or common assets if repair or replacement is required immediately to ensure safety or prevent significant loss or damage.

(5) The strata council must inform owners as soon as feasible about any expenditure made under subsections (3) and (4) above.

23. Fiscal year of Strata Corporation

(1) The fiscal year of the strata corporation shall be November 1st to the October 31st.

(2) All contracts with the Strata Corporation shall be deemed to expire on October 31st, to coincide with the end of the fiscal year, unless prior arrangements have been made.

24. Limitation on liability of council member

(1) A council member, or a volunteer who has been delegated duties by the council in writing (a "Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the strata corporation.

(3) All acts done by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

(4) Each council member or Volunteer shall be indemnified and saved harmless by the strata corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the council or Volunteer.

(5) Notwithstanding subsections (1) and (4), there shall be no indemnity if a council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties.

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Division 4 - Enforcement of Bylaws and Rules

25. Enforcement procedures and options

(1) Complaints regarding the breach of bylaws may only be submitted to the Council in writing. The Council will not entertain, investigate or act upon verbal complaints.

(2) The Council must respond to written complaints within 4 weeks of the receipt of the same.

(3) Pursuant to section 135 of the Strata Property Act, Council must abide by the following procedure when dealing with alleged bylaw and rule violations:

(a) if the alleged offender is a council member, that member must excuse himself or herself from the complaint process, unless all strata lot owners are on the council;

(b) the council must then give the alleged offender written notice of the complaint;

(c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;

(d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;

(e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;

(f) if the council decides that a bylaw or rule has been breached, it must give written notice of its decision to:

(i) the offender or alleged offender; and

(ii) the owner, if the offender or alleged offender is a tenant.

(4) The Strata corporation may, after complying with subsection (3):

(a) fine the responsible owner or tenant a maximum of:

(i) up to TWO HUNDRED DOLLARS ($200), at the discretion of the Council, for each contravention of a bylaw;

(ii) up to FIFTY DOLLARS ($50), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the Council, for each contravention of a rule;

(b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:

(i) entering into and doing work on or to a strata lot, the common property or common assets, and,

(ii) removing objects from the common property or common assets; and

(c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.

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26. Continuing contravention

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

27. Owner liable for enforcement costs

(1) Should the strata corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the strata council.

(2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

(3) Legal action in this section includes any services provided to the strata corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced.

(4) Such legal costs once incurred by the strata corporation, whether or not then paid by the strata corporation, shall be added to and become part of the assessments of that owner for the month next following.

28. Small claims, forced sale, and CRT actions

(1) The council may commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.

(2) The council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to $7,500 per case, to conduct the proceedings.

(3) The council may make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to $5,000 per case, to conduct the proceedings.

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Division 5 - Annual and Special General Meetings

29. 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 persons who are present at the meeting.

30. Participation by other than eligible voters

(1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

31. 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 shall be by:

(a) show of voting cards;

(b) roll call, which means that each strata lot number will be called by the chairperson and the person holding the vote for that strata lot will be asked how the vote for that strata lot is to be cast;

(c) ordinary ballot, which means that owners will fill out their ballot at their chairs and a ballot box will be passed around for collection of those ballots;

(d) secret ballot, which means ballots will be filled out and deposited at a voting station; or

(e) some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, then:

(a) the chair, or, if the chair is absent or unable or unwilling to vote, the vice chair, may break the tie by casting a second, deciding vote; and

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(b) if neither the chair nor the vice chair of the council casts a second deciding vote, the chairperson elected in accordance with bylaw 25(3) may break the tie by casting a second, deciding vote, but only if that chairperson is also an eligible voter.

(6) Despite anything in this section, an election of council or any other vote must be held by:

(a) a secret ballot, if the secret ballot is requested by a majority of eligible voters.

(7) The vote for a strata lot may not be exercised, except on matters requiring an 80% or unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Strata Property Act. The strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43(1), 46(2) and 51(3) of the Strata Property Act.

31.1 Holding general meetings by electronic means

Permission to hold electronic meetings

(1) The Strata Corporation may hold an annual or special general meeting by electronic means or allow attendance at an annual or special general meeting by electronic means including: Skype, Zoom, Google Hangouts, GoToMeeting, Microsoft Team Meetings or some similar service, so long as council members, eligible voters and other participants can communicate with each other in real time.

Notice of electronic meetings

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

(3) The Strata Corporation must specify how voters may attend the annual or special general meeting in the notice of meeting.

Attendance in person and by proxy

(4) Eligible votes may only attend an annual or special general meeting held by electronic means by proxy or in person in the manner or manners specified in the notice of meeting.

(5) If an eligible voter attends an annual or special general meeting by electronic means in the manner specified in the notice of meeting, then such voter is deemed to be present in person.

(6) Eligible voters who wish to attend an annual or special general meeting held by electronic means by proxy must deliver a copy of their proxy to the council at least 24 hours before the meeting's start.

(7) Eligible voters attending an annual or special general meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:

(a) a loss of privacy;

(b) connection and other technological problems;

(c) an inability to participate in discussions; and

(d) an inability to vote.

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(8) Eligible voters who attend an annual or special general meeting by electronic means are responsible for the manner or manners in which they attend and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect.

Registration and quorum at electronic meetings

(9) Eligible voters must announce themselves, provide their name and strata lot number when joining the annual or special general meeting held by electronic means.

(10) Eligible voters must provide proof of their identity if requested to do so by the Council.

(11) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.

(12) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.

(13) If an eligible voter loses their connection to the meeting:

(a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and

(b) the meeting will continue in their absence unless their absence results in a loss of quorum.

Voting at electronic meetings

(14) Voting at an annual or special general meeting held by electronic means will be carried out by roll call or any other method specified in the notice of meeting.

(15) The council will:

(a) tally the votes cast for and against on each resolution and who cast them; and

(b) announce the result of each vote.

(16) Eligible voters who attend an annual or special general meeting by electronic means waive their right to:

(a) demand a secret ballot be held; and

(b) secrecy or anonymity of the voter's vote.

Conflict of bylaws

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

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

32. Order of business

(1) Unless amended by a majority vote, 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;

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(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 minutes from the last annual or special general meeting;

(f) deal with unfinished business;

(g) 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;

(h) ratify any new rules made by the strata corporation under section 125 of the Act;

(i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(k) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(l) elect a council, if the meeting is an annual general meeting;

(m) terminate the meeting.

Division 6 - Age Restriction

33. Age restriction

(1) It is the intention of the owners that the strata corporation remain "adult oriented".

(2) Subject to any statutory provisions to the contrary, no person under the age of NINETEEN (19) YEARS shall reside in any strata lot for a period longer than SIXTY (60) DAYS in any calendar year.

(3) Notwithstanding (2) should any existing owner become legally responsible for a person under the age of NINETEEN (19) YEARS such person may reside in a strata lot with the owner.

Division 7 - Rental Restriction Bylaw

34. Rental restriction bylaw

(1) Pursuant to section 141(2) of the Strata Property Act only four (4) strata lots may be rented, or leases at any given time, and the Strata Corporation will administer this limit will as follows:

(a) any owner wishing to rent a strata lot must make an application in writing to the council;

(b) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;

(c) the council will 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 except as set out in this bylaw;

(d) the council will consider each application upon receipt and will respond to each application in writing within two weeks of receipt;

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(e) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;

(f) If the number of residential strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142 (family member exemptions), 143 (first owners exempt pursuant to the Form J rental disclosure statement) and 144 (hardship exemptions) of the Strata Property Act, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list administered by the council;

(g) upon acceptance of an application to rent or lease by the Council, an owner must rent or lease their strata lot within two months (2) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved;

(h) an owner must re-apply to rent or lease their unit upon a tenancy ending. The wait list will be reviewed and a decision to allow the rental or lease of the strata lot will be approved or denied after the owners on the wait list are given the option to rent their strata lots. Owners on the wait list will have two months to find and place tenants. Failure to rent or lease their strata lot in the allotted time will cause the owner to be placed at the bottom of the wait list;

(i) while an owner is renting their unit, they may not put that unit back on the wait list to rent during the tenancy agreement.

(2) Prior to possession of a strata lot by a new tenant (including family member of the owner), an owner shall deliver to the occupant or tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

(3) Within two weeks of renting a strata lot, the owner shall give the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.

(4) An owner who wishes to lease or rent his residential strata lot pursuant to a hardship exemption pursuant to section 144 of the Strata Property Act shall apply in writing to the strata corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:

(a) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;

(b) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and

(c) any other information or documents shall be provided as may reasonably be requested by the council;

(5) If the owner requests a hearing, then the strata corporation shall:

(a) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the strata corporation; and

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(b) provide its written decision within ONE (1) week of the hearing.

(6) If the owner does not request a hearing, then the strata corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.

(7) The council:

(a) may not unreasonably refuse to grant a hardship exemption; but

(b) may grant the exemption for a limited time.

(8) An application for a hardship exemption shall be allowed if the strata corporation does not give its written decision to the owner in the times specified by subsection (5)(b) and subsection (6).

(9) This bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:

(a) the spouse of the owner;

(b) a parent or child of the owner; or

(c) a parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two years in a marriage-like relationship.

(10) Where an owner rents or leases a residential strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of $500.00 for each SEVEN (7) day period that the strata lot is rented or leased in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the rental or lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

34.1 Roommates in strata lots

(1) Notwithstanding bylaw 34 and the Civil Resolution Tribunal's decision in K.M. v. The Owners, Strata Plan ABC XXXX, 2018 BCCRT 29, owners may grant a license of occupancy to occupy a room, to ONE (1) roommate if:

(a) prior to granting the license or occupancy to the roommate, the owner delivers to the roommate the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;

(b) within two weeks of the roommate taking up residence in the strata lot, the owner provides the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the roommate, in accordance with s. 146 of the Act;

(c) the owner remains ordinarily resident in the strata lot and is not absent from their strata lot for more than FOUR (4) WEEKS in any SIX (6) MONTH period during the residency of the roommate, without the express written consent of the council;

(d) the license of occupancy granted to a roommate may be terminated on one calendar months' notice by the owner or the Strata Corporation in the event that the owner is absent

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from their strata lot for more than FOUR (4) WEEKS in any SIX (6) MONTH period during the residency of the roommate;

(e) the owner agrees in writing that the owner will terminate the roommate's license of occupancy if they are to be, are absent from their strata lot for more than FOUR (4) WEEKS in any SIX (6) MONTH period during the residency of the roommate; and

(f) the owner agrees in writing that in the event that the owner fails to terminate the roommate's license of occupancy as required by subsection (e) above, the Strata Corporation, shall have the unfettered right to issue a notice of termination of the license of occupancy.

(2) For the purposes of this bylaw the term "roommate" is defined as any occupant who rents or obtains a license of occupancy over a room in a strata lot and who is not:

(a) a registered owner of the strata lot;

(b) a "family member" of a registered owner as that term is defined in section 8 of the Strata Property Regulations; or

(c) a tenant permitted under sections 143(2) and 144 of the Strata Property Act.

Division 8 - Insurance

35. Insurance and risk allocation

(1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser at least once every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.

(2) For purposes of s. 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:

(a) earthquake insurance with a maximum deductible of 15%;

(b) sewer backup;

(c) flood;

(d) theft or misappropriation of funds; and

(e) Director's and Officer's Liability Insurance for a minimum amount of $2,000,000.00.

(3) 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, 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.

(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

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(b) damages or loss caused to building components and fixtures that the Strata Corporation must insure pursuant to section 149 of the Act, that falls below the Strata Corporation's relevant insurance deductible 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, or any portion of 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. For clarity, this subsection allows the Strata Corporation to pass a special levy for the payment of the lesser of:

(a) the whole insurance deductible where the loss or damage was caused by the failure of the common property, limited common property or those parts of a strata lot that the strata corporation must repair and maintain;

(b) that part of an insurance deductible not charged to an owner or tenant under as a Chargeback amount under subsections (6), (7), (8) and (9); or

(6) An owner or tenant shall reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to a strata lot, another strata lot, the common property, the limited common property or the contents of same, subject to the limits of liability set out in subsection (9) hereunder, if:

(a) that owner or tenant or their occupants or visitors are 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;

(ii) that tenant, or,

(iii) any member of their family; or,

(iv) their pet(s); or,

(v) their guests, employees, contractors, agents, tenants, or volunteers.

(7) For greater certainty, an owner or tenant shall be deemed to be responsible even if that owner is not negligent for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, subject to the limits of liability set out in subsection (9) hereunder. In addition, the owner or tenant shall conduct the repairs to their strata lot's alterations and betterments at their own expense.

(8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:

(a) any water escape damage from the responsible 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 responsible owner's or tenant's strata lot;

(b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or tenant or a prior owner or tenant of that strata lot;

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(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 10 degrees centigrade, year round; and

(e) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by a failure to comply with these bylaws.

(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 such liability is limited to the lesser of:

(a) the actual expense or cost to repair, maintain or replace the affected parts of the strata lot, common property, or limited common property, including betterments and alterations thereto, and legal costs where such expense or cost is not reimbursed from the proceeds received by operation of the strata corporation's insurance policy;

(b) the insurance deductible paid, or payable where the expense or cost is reimbursed from the proceeds received by operation of the strata corporation's insurance policy; or

(c) $100,000 or, where the loss or damage was not caused by the owner's or tenant's act or omission, such lower maximum amount as prescribed by the Strata Property Regulation in respect of the class of the strata corporation and the class of the insurance claim, plus the responsible strata lot's unit entitlement share of a special levy approved under subsection (5) to pay the remainder of the strata corporation's deductible, or the remainder of the cost to remediate the loss or damage where the loss or damage is below the relevant deductible; and

such amount is referred to herein as (the "Chargeback Amount").

(10) For purposes of this bylaw, the Chargeback Amount may be charged to the responsible owner or tenant without the necessity of obtaining a court order, and will become due and payable as part of that owner's or tenant's monthly assessment on the first of the month following the date on which the expense was incurred.

(11) For greater certainty, an owner or tenant is responsible to pay the Chargeback Amount 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.

(12) Owners and tenants must obtain and maintain an insurance policy to cover the losses described in section 161 of the Act including but not limited to;

(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;

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(iii) fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;

(iv) improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;

(v) loss of rental value of the owner's strata lot in excess of insurance obtained and maintained by the strata corporation;

(vi) 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;

(b) strata deductible assessment coverage in the minimum amount of $100,000 to cover the owner or tenant responsible for the loss or damage to the common property or other strata lots; and

(c) losses from water escape and rupture.

Division 9 - Miscellaneous

36. Ingress and egress

(1) Owners, tenants, occupants and visitors may:

(a) only use the main front entrance and/or parkade gate entrance to access the interior of the Strata Corporation building.

(b) not use their patio or balcony door to enter or exit from the building except in an emergency or to use the patios or balconies;

(c) only ingress to and egress from each unit via the internal hallways except in an emergency.

(2) Owners, tenants, occupants, and visitors must ensure that all ingress and egress areas are kept free of obstruction at all times.

37. Sale of strata lots and moving

(1) Owners shall notify and provide the strata council with the name, address and telephone numbers of the Realtor prior to listing their strata lot for sale.

(2) No more than ONE (1) "FOR SALE" sign shall be placed by an owner on the common property, on the corner of Harrison St. and Pandora Ave. The sign shall be removed immediately upon the confirmation of an unconditional sale of the unit.

(3) Any open houses shall be held only between the hours of 1:00 p.m. and 5:00 p.m.

(4) Prospective purchasers must be escorted at all times while in the building and in no case shall entrance doors be left open or unsecured.

(5) Owners who are selling their strata lot must provide their Realtors with an up to date copy of the bylaws and rules. Realtors may only store the key fob in the Victoria Real Estate Board Lock Box outside of the building, and the strata lot key in a lock box attached to the door of the strata lot.

(6) When moving into or out of any strata lot, moving trucks and vans must in all cases be parked in a manner that does not impede traffic into or out of the buildings nor block fire access lanes.

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(7) For the purposes of this bylaw:

(a) **"Move"** means a change in the person or persons residing in, or occupying a strata lot that involves the movement of furniture or appliances into or out of the building.

(8) Before a Move owners must:

(a) provide a minimum of seven (7) days written notice to the property management company, or the Council;

(b) in the case of a Move advise the property management company, or the Council of the names of the new occupants, or tenants and pay a non-refundable fee of $75 to the property management company, or the Council;

(c) obtain the elevator key from the property management company, or the Council;

(d) arrange with the property management company, or the Council to install the padded curtain in the elevator;

(e) note any existing damage to the elevator, walls, fixtures and carpets and report these to the property management company, or the Council company prior to the Move.

(9) During a Move owners, tenants and occupants must:

(a) ensure that security is maintained and that the front door is not left open and unattended;

(b) gather belongings in the hallway outside the elevator prior to loading;

(c) lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);

(d) turn the elevator on again between loads;

(e) not lean items against the walls; and

(f) not store or leave personal property in common areas except when loading or unloading the elevator.

(10) Following the completion of a Move, owners, and tenants must:

(a) inform the council that the Move is complete;

(b) inspect the elevator, walls, fixtures and carpets for any damage with the property management company, or the Council; and

(c) return elevator keys to the property management company, or the Council.

(11) Owners, tenants, and occupants must remove unwanted furniture, appliances, boxes or containers and moving related garbage from the Strata Corporation and dispose of it at their own cost. Disposal of unwanted furniture, equipment, clothing, etc. in the garbage area is NOT Permitted. The garbage bins are for household refuse only.

(12) Owners, occupants and tenants may only perform Moves between 8:00 a.m. and 9:00 p.m. unless other authorized in writing by the Strata Corporation.

(13) If the common property of the Strata Corporation is damaged, or the Strata Corporation is required to have an extra garbage or recycling pick up, as a result of a Move the Strata

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Corporation may repair such damage, and / or pay for the cost of the extra garbage and recycling pick up, and recover the costs of such repairs or pick-ups from the responsible owner, tenant or occupant. The costs will include the payment of legal costs if any incurred by the Strata Corporation on a solicitor and own client basis.

38. Fees payable for records

(1) The strata corporation may charge a fee of TWENTY-FIVE ($.25) CENTS per page for copies of documents or records that are requested by an owner. In addition, they may charge the sum of FIFTEEN ($15.00) DOLLARS for a Certificate of Payment, Form F, and THIRTY-FIVE ($35.00) DOLLARS for a Certificate of the Strata Corporation, Form B. Provided always that should the permissible fees be increased by Regulation, the Strata Corporation may charge the higher amounts as set out in the Regulation.

39. Keys

(1) Owners, and tenants may leave a key to their strata lot with the Council or another owner in the building to allow the Strata Corporation access to their strata lot in case of emergency. The owner may only leave a key with the Council or authorize the use of an owner's key, if the owner enters into a written key agreement with the Strata Corporation to govern the keeping and use of such key.

(2) Owners, tenants and occupants must advise the Strata Corporation if they lose a key fob, gate opener or internal building key, so the relevant identification numbers can be eliminated from that particular system.

(3) Owners, tenants and occupants are responsible for any costs associated or arising out of the loss of a fob, gate opener or internal building key.

(4) Owners, tenants and occupants may purchase additional or replacement key fobs, gate openers or internal building keys from the Strata Corporation at cost.

(5) All owner's keys are to be kept in a secure location within the Strata Corporation or at the Property Manager's office.

40. Security: Access, monitoring and video surveillance

(1) Owners, tenants and occupants must not admit unknown persons to the strata corporation building. Residents should ensure that all doors including the garage door are closed behind them when leaving or entering the strata corporation building.

(2) The main entrance doors and internal security doors of the building must not be propped open or left open and unattended at any time. External fire doors must be used only in cases of emergency.

(3) Garage door openers must not be left unattended in a vehicle.

(4) Owners, tenants and occupants shall report any suspicious activity or illegal act by calling 911 and shall give details to the strata council as soon as possible.

(5) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.

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(6) The strata corporation is authorized to install and operate an electronic card access system ("Key Fob") and a closed-circuit television camera system ("CCTV") solely for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and common property.

(7) The strata corporation shall be responsible to maintain the computerized records for the Key Fob and CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the Key Fob and CCTV systems.

(8) The privacy officer shall be responsible to address all requests for access to the records of the Key Fob and CCTV system in accordance with the provisions of the Personal Information and Privacy Act ("PIPA").

41. Security: Key fob system

(1) Key fobs are utilized to access the following areas of the strata corporation and are required for the safety and security of the owners, tenants and occupants at all entrances to the strata corporation The strata council may change the location of key fobs, or add additional key fob receiver locations on one month's written notice to the owners through the minutes of the strata council meetings.

(2) The key fob system:

(a) records activity (the opening of doors) in the card access system's controller internal memory buffer;

(b) temporarily stores information in memory that may be queried, read and viewed via card access systems.

(3) The computer containing the records of the key fob system shall be password protected and stored in a secure location.

(4) The key fob readers mounted at the entrance will be used to prevent unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.

(5) The Strata Council may review the information collected by the key fob system when it has received a specific complaint, report or evidence of unauthorized entry, theft, vandalism, threat to personal safety. The fob system data must not be accessed for bylaw enforcement.

(6) At least two people, one of whom must be a strata council member must be present to review the fob system data.

(7) The Strata Corporation shall:

(a) not disclose the collected information to a person outside of the strata council except in accordance with the provisions of the Personal Information Protection Act.

(b) not review the records collected by the key fob readers in the absence of a complaint or evidence of unauthorized entry, theft, vandalism or threat to personal safety.

(8) Owners and tenants are responsible for all electronic key fobs and shall notify the Strata Council immediately if a fob is lost or stolen.

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42. Security: CCTV system

(1) The CCTV camera system is a video surveillance system with cameras that operate 24 hours a day and 7 days a week.

(2) ALL cameras will be used to deter and record, vandalism, theft and unauthorized access to and from the Strata Corporation and to protect the safety and security of residents.

(3) The Strata Corporation has video surveillance in the following locations:

(a) North end of the parkade facing the parkade gate and parkade exit door.

(b) Mid-parkade facing south-east into the bike lock-up area and elevator exit/entrance door.

(c) South-east end of the parkade facing west and the south exit door.

(d) Main floor lobby facing east. View of front door, lobby area and front steps.

(e) Main floor lobby facing north. View of the mailboxes and elevator.

(4) The owners authorize the strata corporation to install additional CCTV cameras as the council in its discretion, considers necessary to meet the objectives of safety and security of the strata corporation and its residents.

(5) The strata corporation must install signs at every entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the strata corporation property or to capture images peripherally or directly through the windows of the strata corporation or adjacent buildings.

(6) Recordings from the CCTV cameras shall be temporarily stored in a secure location within the strata corporation. The CCTV recording may contain personal information.

(7) The recordings from the CCTV cameras will be stored on average no longer than 60 days.

(8) Strata Council members and employees of the Strata Property Manager may only review the CCTV recordings when the Strata Corporation has received a specific complaint, report or evidence of unauthorized entry, theft, vandalism, or threat to personal safety. The CCTV recordings must not be accessed for bylaw enforcement.

(9) At least two people, one of whom must be a strata council member must be present to review the CCTV recordings.

(10) The Strata Corporation, its Strata Council, and its Strata Property Manager shall:

(a) not disclose the CCTV recordings to anyone outside of the strata council without the explicit consent of the persons shown in the video recordings except in accordance with the provisions of the Personal Information Protection Act.

(b) not provide residents with a continuous live feed from the CCTV cameras.

43. Parking

(1) The parking stalls are designated as common property and the allocation of parking stalls are controlled by the Council. The Council will assign one covered parking stall to each strata lot. Such assignments must be renewed annually. The strata council may reallocate parking stalls

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on reasonable written notice of not less than 30 days. Owners, occupants and tenants may not sell, lease, or rent the parking stall(s) assigned to them.

(2) There are 53 common property parking stalls. There are 51 covered parking stalls and 2 uncovered parking stalls. There are 4 parking stalls are designated as visitor's parking and 0 are reserved for the Strata Corporation's use.

(3) Owners, tenants or occupants may rent a second parking space stall through the council at a user fee to be set by the council. Additional parking stalls may be rented on a monthly basis from the strata council for a user fee to be set by the council. Long-term rentals, (12 months or more), shall be paid for by adding the rental amount to the owner's monthly strata fees. Payments for short-term use, (less than 12 months), must be submitted to the Parking Committee Chair three months at a time, or added to the owner's monthly strata fees. The unused portion of the rental, calculated in whole months from the point of termination forward, will be refunded to a short-term renter if the rental agreement is cancelled before the end of any month. Parking stall rentals are subject to cancellation should the parking be needed for a first parking stall for an owner, tenant or occupant of a strata lot.

(4) An owner, tenant, or occupant of a Strata Lot may only park, store or leave motor vehicles in the parking stall assigned to their strata lot.

(5) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in designated visitors' parking areas or their assigned parking stall. A visitor's parking tag must be prominently displayed in the vehicle. Guest parking is appropriately identified with signs and is shown on the parking map. All guest parking is short term to a maximum of 72 hours (3 days) every 2 weeks. Residents must obtain written permission from the Council Member, who is in charge of parking, for guest parking longer than 72 hours.

(6) An owner, tenant, occupant may not park his or her vehicle in the visitor parking except with specific approval from strata council.

(7) An owner, tenant, occupant and their visitors shall not park, store or leave any of the following in the common property parking garage;

(a) a derelict motor vehicle, which for the purposes of this bylaw shall include motor vehicles that are in a state of disrepair, covered in rust, or not roadworthy;

(b) an unlicensed motor vehicle, without the prior written approval of the Council, which said approval may be granted subject to conditions, and which conditions may include the provision of written proof of storage insurance to the Council;

(c) a motorhome, recreational vehicle, commercial vehicle, trailer, camper, boat or a similar type of vehicle without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions; or

(d) garbage, refuse, recycling, appliances, boxes, furniture, or any other personal property except for motor vehicles, bicycles, scooters, and shopping carts.

(8) An owner, tenant, occupant and their visitors shall not:

(a) wash a vehicle in the common property parking areas except in the area designated by the Council for washing cars;

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(b) conduct repairs, modifications, maintenance or servicing to a motor vehicle in their parking stall or on the common property other than:

(i) replacing or repairing wipers, lights, batteries; or

(ii) changing or rotating tires.

(c) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the Strata Corporation or impede their ability to access or egress the Strata Corporation, their parking stalls, or vehicles;

(d) park a vehicle in a manner so that any part of it or attachment to it protrudes beyond the boundaries of the parking stall or inhibit the parking of other vehicles;

(e) exceed the speed limit of 15 kilometres per hour on the common property; and

(f) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.

(9) An owner, occupant, tenant or visitor must clean up any spilled or leaked automotive fluids and are responsible to make good any damage caused by such leaks or spills.

(10) An owner, occupant, tenant or visitor must upon notice from the Strata Corporation, remove a vehicle from common property for building maintenance.

(11) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle.

(12) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.

(13) In addition to the rights conferred by subsections (12) and (13), the Council has the right to immediately tow any vehicle which is parked in violation of subsections:

(a) (5),

(b) (6),

(c) (8)(c) and (d), and

(d) (10).

(14) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

44. Garbage

(1) Owners, occupants and tenants must:

(a) only dispose of household refuse, including garbage and recyclable materials, in accordance with the CRD Bylaws and the rules and conditions imposed by the Strata Corporation's service providers;

(b) securely bag and place garbage in the designated garbage bin;

(c) securely bag and place compost in the designated compost bin;

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(d) sort recyclable materials and deposit such materials in the appropriate recycling bins;

(e) flatten cardboard before placing it into the cardboard bin;

(f) not dump or leave recyclable materials in the garbage bin;

(g) not dump or leave mattresses, furniture, used electronics larger than a toaster or other large items in the garbage bin or on the common property;

(h) not dump or leave garbage, packaging materials or construction debris from Alterations in the Strata Corporation's garbage and recycling bins;

(2) In the event that an owner's, occupant's, or tenant's violation of subsection (1) result in the Strata Corporation being fined, up-charged, or subjected to additional costs by its garbage / recycling service provider then the Strata Corporation may, in addition to any fine imposed by the Strata Corporation, invoice the responsible owner or tenant the amount of the fine, up-charge or additional costs imposed on the Strata Corporation.

45. Guest strata lot

(1) The Guest Strata lot will be booked on a first come first served basis by the Guest Strata lot Coordinator. Reservations will be made in accordance with the procedure established by the strata council from time to time. The time limit on any rental shall be for a maximum of fourteen (14) consecutive days.

(2) The user fee to rent the Guest Strata Lot may be set by means of a Rule of the Strata Council. Owners, occupants and tenants are responsible for ensuring that the Guest Strata Lot is left in a tidy condition after their visitor(s) leave and to ensure the safe return of all items given to them by the Guest Strata lot Coordinator.

(3) The Council must have the Guest Strata lot professionally cleaned at the expense of the owner, occupant or tenant who reserved the Guest Strata Lot, after each use. In the event that the Guest Strata lot is damaged or untidy, the Council must notify the responsible owner, occupant or tenant, of any damage, untidiness, lost items or need for extraordinary cleaning of the Guest Strata lot.

(4) Owners, occupants and tenants are responsible for any loss or damage or extra cleaning costs caused by their visitors' use of the Guest Strata lot.

(5) No pets are allowed in the Guest Strata lot.

46. Severability and interpretation

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

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(2) For the purpose of interpretation of these bylaws and any amendments, additions or alterations to them:

(a) **"the Act"** means the Strata Property Act, SBC, 1998, c.43, as amended;

(b) **"bylaw"** means a bylaw of the strata corporation;

(c) **"common property"** means:

(i) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and

(ii) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:

(1) within a floor, wall or ceiling that forms a boundary:

(a) between a strata lot and another strata lot,

(b) between a strata lot and the common property, or

(c) between a strata lot or common property and another parcel of land, or

(2) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

(d) **"common expense"** means expenses relating to the common property and common assets of the strata corporation, or required to meet any other purpose or obligation of the strata corporation;

(e) **"contingency reserve fund"** means a fund for common expenses that usually occur less often than once a year or that does not usually occur;

(f) **"family member"** means:

(i) a spouse of the owner, "spouse of the owner" includes an individual who has lived with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;

(ii) a parent or child of the owner, or

(iii) a parent or child of the spouse of the owner;

(g) **"limited common property"** means common property designated for the exclusive use of the owners of one or more strata lots;

(h) **"manager"** means an agent or employee of the property management company retained by the strata corporation from time to time to provide management assistance to the strata corporation;

(i) **"majority vote"** means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

(j) **"occupant"** means a person, other than an owner or tenant, who occupies a strata lot;

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(k) **"owner"** means a person, including an owner developer, who is a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or unless there is:

(i) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or

(ii) a registered life estate, in which case it means the tenant for life;

(l) **"operating fund"** means a fund for common expenses that usually occur either once a year or more often than once a year;

(m) **"regulations"** means the Strata Property Regulations of British Columbia;

(n) **"residential strata lot"** means a strata lot designed or intended to be used primarily as a residence;

(o) **"rule"** means a rule of the strata corporation;

(p) **"strata corporation"** means Strata Plan VIS 1615;

(q) **"strata lot"** means a lot shown on a strata plan and everything contained within it that is not part of the common property;

(r) **"tenant"** means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

(s) **"¾ vote"** means a vote in favour of a resolution by at least ¾ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting; and

(t) **"unanimous vote"** means a vote in favour of a resolution by all the votes of all the eligible voters.

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