

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

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

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Form I

Strata Property Act

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

AMENDMENT TO BYLAWS


(Section 128)

The Owners, Strata Plan **VIS 6154** [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **SEPTEMBER 16, 2015** [month day, year]*:


Whereas The Owners, Strata Plan VIS 6154 (the "Strata Corporation"), wishes to amend the bylaws of the Strata Corporation pursuant to the Strata Property Act, S.B.C. 1998, Chapter 43,

Be it resolved by ¾ vote of the Strata Corporation pursuant to section 128 of the Strata Property Act, S.B.C. 1998, Chapter 43, that:

- a) all previous bylaws registered in the Victoria Land Title Office shall be repealed;*
- b) the statutory Standard Bylaws shall be repealed; and,*
- c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Bylaws"):*


.....

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.

**SCHEDULE OF
BYLAWS**

**THE OWNERS, STRATA PLAN VIS6154
COURTENAY, BC
THE WOODLANDS**

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**BYLAWS OF
THE OWNERS, STRATA PLAN VIS6154
THE WOODLANDS, Courtenay, BC**

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PREAMBLE:

These Bylaws bind the Strata Corporation and the owners and tenants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner and tenant. Owners and tenants are responsible for their occupants and guests.

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*, S.B.C. 1998, c. 43. For the purposes of these Bylaws, a "Resident" means collectively, an owner, a tenant or an occupant, and "Residents" means collectively, owners, tenants and occupants.

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

**SCHEDULE OF BYLAWS OF
THE OWNERS, STRATA PLAN VIS6154
Courtenay, BC**

WHEREAS The Owners, Strata Plan VIS6154 (the "Strata Corporation"), wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE:

BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that:

- (a) all previous bylaws registered in the Victoria Land Title Office shall be repealed;
- (b) the statutory Standard Bylaws shall be repealed; and,
- (c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Bylaws"):

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

Payment of strata fees

- 1
- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (2) An owner of a strata lot must enter into a preauthorized debit agreement with the Strata Corporation for the payment of strata fees.
 - (3) All banking charges incurred by the Strata Corporation as a result of a payment being dishonoured by the owner's financial institution will be charged back to the owner in addition to any fine levied by the Strata Corporation.
 - (4) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation, including legal costs on a full indemnity basis.

Interest charges

- 2 (1) The Strata Corporation may charge an owner who is late paying his or her strata fees and any special levy interest at the rate of 10% per annum, simple interest, compounded annually.
- (2) Interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Act.

Repair and maintenance of property by owner

- 3 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain that limited common property, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner must at his or her expense repair, maintain and replace:
 - (a) the hot water tank, catch tray and fireplace located within his or her strata lot; and,
 - (b) any authorized change, addition or alteration to his or her strata lot.
- (4) An owner is responsible for the ordinary cleanliness and maintenance of his or her limited common property driveway and patio, including snow removal, to the standard of a high quality residential development.

Use of property

- 4 (1) A Resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or,
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) A Resident or visitor must not do or permit anything to be done that contravenes any statute, ordinance, or bylaw of any government authority, or any rule of law or equity.

Inform Strata Corporation

- 5 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, phone number, email address or mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name. The tenant may inform the Strata Corporation of an emergency contact number, vehicle license plate number, phone number and email address outside the Strata Corporation, if any.

Alterations to the strata lot, limited common property and/or common property

- 6 (1) An owner must obtain the written approval of the council before making an alteration that involves any of the following (the "Alteration"):
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) exhaust vents, stairs, balconies, patios, driveways or other things attached to the exterior of a building;
 - (d) doors, windows, sun tunnels or skylights on the exterior of a building or that front on the common property;
 - (e) dividers, railings or similar structures that enclose a patio, and balcony;
 - (f) common property located within the boundaries of a strata lot;
 - (g) a portion of the strata lot which the Strata Corporation must insure under s. 149 of the Act;
 - (h) common property, including limited common property;
 - (i) wiring, plumbing, piping, heating, air-conditioning and other services; or,
 - (j) common assets.
- (2) An owner wishing to make an Alteration must submit an application in writing to the council (the "Application") prior to commencing work and provide the council with the following:
- (a) detailed plans and specifications, including a site plan, drawn to scale and outlining the proposed Alteration including dimensions, materials, colours and finishings; and,
 - (b) any other document or information that the council may reasonably require under the circumstances.
- (3) A $\frac{3}{4}$ vote of owners at an annual or special general meeting will be required pursuant to s. 71 of the Act as one of the conditions of council approval for the Alteration if the council by majority vote determines in its discretion that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.

- (4) As a condition of its approval, the Strata Corporation may require the owner, at the owner's sole expense, to perform the work and to comply with any conditions the council considers reasonable in the circumstances, including the following:
- (a) enter into an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
 - (b) employ a qualified building envelope professional, architect, engineer or other qualified professional, as required in the sole discretion of the council, to prepare specifications, provide inspection and certification services for the work;
 - (c) employ qualified/licensed contractor(s) who will perform the work and correct deficiencies;
 - (d) provide the council with a valid building permit or other permit required for the work by the authority having jurisdiction;
 - (e) ensure the work is performed to an appropriate standard and in substantial compliance with the plans and specifications approved by the council;
 - (f) obtain and maintain appropriate insurance for the Alteration;
 - (g) indemnify the Strata Corporation and its council members, authorized agents and employees and save them harmless from and against:
 - (i) any and all costs, expenses, claims or liability arising out of, related to or associated with the Alteration application process, the Alteration and/or the work, including legal costs as between a solicitor and his or her own client; and,
 - (ii) any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the Alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his or her own client;
 - (h) comply with s. 70(4) of the Act and the regulations to the Act, if the Alteration involves increasing or decreasing the habitable area of a residential strata lot;
 - (i) assume responsibility for all future expenses related to the Alteration, including, without limiting the generality of the foregoing, insurance, repair, maintenance and replacement costs; and,
 - (j) comply with any other conditions reasonably required in the opinion of the council.
- (5) The council may grant written approval for an Alteration to make reasonable accommodation for a person with a disability or special needs.
- (6) If an existing Alteration requires replacement, the owner must obtain the prior written approval of the council in accordance with this Bylaw.

- (7) If an Alteration has been installed or constructed without approval from the council, or contrary to a condition of approval or otherwise in violation of these Bylaws ("Unauthorized Alteration"), then the owner shall correct, remove and/or restore the property as directed by the council, at the owner's sole expense, including legal costs as between a solicitor and his or her own client.
- (8) If an owner fails to conduct repair, maintenance, removal or other work required pursuant to this Bylaw in a timely fashion after receipt of reasonable notice from the council to conduct such work, the Strata Corporation may carry out the work on behalf of that owner and charge all expenses related to the work to that owner, and the owner shall indemnify and save the Strata Corporation harmless against any and all costs and expenses related to that owner's failure to conduct said work, including legal costs as between a solicitor and his or her own client.
- (9) The notice from the Strata Corporation provided under subsection (8) shall be deemed to constitute a work order for the purposes of sections 83 or 84 of the Act.
- (10) Any costs or expenses payable by an owner to the Strata Corporation pursuant to this Bylaw, including legal costs on a full indemnity basis, shall be added to and become part of the strata fees for that owner on the month next following the date on which the cost or expense was incurred and will become due and payable on the next due date of payment of monthly strata fees.
- (11) The approval from the council for an Alteration does not imply any responsibility or liability to the Strata Corporation if the Alteration contravenes any laws and regulations, and all costs and actions required to remedy any contraventions will be the sole responsibility of the owner.

Permit entry to strata lot

- 7 (1) A Resident 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; or,
 - (ii) to ensure compliance with the Act, Regulations, Bylaws and Rules provided that there are reasonable grounds to believe that a violation exists.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner or tenant who improperly refuses or fails to provide access contrary to subsection (1) shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the refusal or failure to provide an

authorized person access. The Strata Corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused or failed to provide access shall not only be responsible for damages, but also for the legal costs of the Strata Corporation as between a solicitor and his or her own client.

- (4) If forced entry to a strata lot is required due to an emergency and after using reasonable means the owner or tenant cannot be contacted to provide such entry, then the owner or tenant shall be responsible for all costs related to the forced entry incurred by the Strata Corporation, including any legal costs on a full indemnity basis.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

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

Division 3 — Council

Council size and eligibility

- 9
- (1) The council must have at least 3 and not more than 7 members.
 - (2) A spouse of an owner or a partner of an owner may stand for the Council. Spouse includes a husband, wife or an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship and includes a marriage-like relationship between persons of the same gender as the owner.
 - (3) If the owner is a limited corporation or a partnership or other form of business entity, then such entity may appoint an individual who may stand for council.
 - (4) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
 - (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under Section 116(1) of the Act.
 - (6) If a council member is unable to continue to be on council pursuant to subsection (5), 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 12.
 - (7) A council member shall not be appointed to the strata council by acclamation at the annual general meeting and for greater certainty, each council member must be elected by a majority vote of eligible voters.

Council members' terms

- 10
- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 - (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 11
- (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. The Strata Corporation must pass a separate resolution for each council member to be removed.
 - (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.
 - (3) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these Bylaws.

Replacing council member

- 12 (1) If a council member resigns, or is unwilling or unable to act for a period of more than 2 consecutive meetings, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw 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 consecutive meetings, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13 (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer, provided that no officer shall serve more than four (4) consecutive terms in the same position.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or,
 - (b) if the president is removed; or,
 - (c) for the remainder of the president's term if the president ceases to hold office.
- (4) The council may vote to remove an officer.
- (5) If an officer, other than the president, is unwilling or unable to act for a period of 2 consecutive meetings, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or,
 - (b) the meeting is required to deal with an emergency situation, and all council members either:

- (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within 4 weeks after 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 after the hearing.

Quorum of council

- 16** (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; or,
 - (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.

Council meetings

- 17** (1) The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.
- (2) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (4) A Resident may attend council meetings as an observer provided he or she first provides the council with prior notice to that effect.
- (5) The council may by majority vote ask an observer(s) to leave the meeting and in that event the ruling shall be final and binding.
- (6) Observers may participate in the discussion with the prior approval of the President of the council.
- (7) Despite any provision to the contrary herein, no observers may attend those portions of a council meeting 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; and,
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (8) Every application, complaint or notice to the council for its consent or consideration must be in writing and delivered to the council in compliance with section 63(1) of the Act. The council is not required to deal with a matter brought to its attention in any other manner.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved, by making the minutes available for viewing at the Strata Corporation's office and circulating same via email to those owners who consent in writing to this method of delivery or, for those owners who do not consent to delivery via email, then by any other method of delivery set out in the Act.

Delegation of council's powers and duties

- 20 (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;
 - (b) whether a person should be fined, and the amount of the fine; or,

- (c) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

Spending restrictions

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

Unapproved expenditures

- (3) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (4) Pursuant to subsection 98(2) of the Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is **\$15,000.00** or less, and the owners are informed of such expenditure as soon as feasible after same is made.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Indemnity of council member

- (4) Each council member 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.
- (5) Notwithstanding subsection (4), there shall be no indemnity if a council member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

Division 4 — Enforcement of Bylaws and Rules

Fines

- 23 (1) Complaint, right to answer and notice of decision** (s.135 of the Act)
- (a) The council must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
 - (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
 - (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
 - (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw of the Strata Corporation and \$50.00 for each contravention of a rule.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default.
- (4) The Strata Corporation may fine an owner if a Bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (5) The Strata Corporation may fine a tenant if a Bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the Bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.
- (7) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the Act.

Remedy a contravention

- (8) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the Bylaws or rules, including:
- (a) doing work on or to a strata lot, the common property or common assets;
 - (b) removing objects from the common property or common assets.

- (9) Subject to compliance with section 135 of the Act, the Strata Corporation may require the reasonable costs of remedying the contravention be paid by a person who may be fined for the contravention under these bylaws, and reasonable costs shall be deemed to include legal costs as between a solicitor and his or her own client.

Continuing contravention

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

Division 5 — Annual, Special and Information Meetings

Person to chair meeting

- 25 (1) Annual general meetings must be chaired by the president of the council and special general meetings must be chaired by the strata manager and information meetings must be chaired by an owner approved by a majority vote 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 the president, the vice president of the council, the strata manager or the owner approved by a majority vote of the council, as the case may be, refuses for whatever reason to chair the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants:
- (a) may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting; and,
- (b) must leave the meeting if requested to do so by a resolution passed by a majority vote of owners present at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless a precise count is authorized by a majority vote of owners.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 28** (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

Governance provisions

29 (1) **Quorum for annual or special general meeting**

If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, at the same place, but, if at the end of that period a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.

Electronic attendance at meetings:

- (2) A person who is eligible to vote may attend at an annual or special general meeting by electronic means, including telephone, teleconference or any other method as determined by the chairperson of the meeting, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (3) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

Eligible voters, strata arrears and quorum (Sections 53(2) and (3) of the Act):

- (4) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the Act, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (5) If a vote for a strata lot may not be exercised pursuant to subsection (a) then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 of the Act or for the purposes of sections 43(1), 46(2) and 51(3) of the Act.

Division 6 — Voluntary Dispute Resolution**Voluntary dispute resolution**

- 30** (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and,
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or,
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Additional Bylaws:**Pets**

- 31** (1) A Resident must not keep any pets on a strata lot other than up to a total of two (2) of the following:
- (a) a dog;
 - (b) a cat;

- (c) a cat and a dog or a pet qualified under the *Guide Animal Act* or a pet required for living assistance based on satisfactory medical or other evidence;
 - (d) two (2) cats; or,
 - (e) two dogs or a dog and a pet qualified under the *Guide Animal Act* or a pet required for living assistance based on satisfactory medical or other evidence.
- (2) Subject to subsection (1), all other pets are prohibited in a strata lot, limited common property or common property including, but not limited to the following: wild animal or other similar type of domestic, exotic or household pet or bird (a “Prohibited Pet”).
- (3) If, in the opinion of the council, a pet,
- (a) causes a nuisance;
 - (b) constitutes a danger to any person;
 - (c) disrupts the quiet enjoyment of other occupants;
 - (d) causes unreasonable noise, or,
 - (e) causes unreasonable damage or mess to a strata lot, the common property or limited common property,
- (a “Problematic Pet”), the council may require a Resident to remove that pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions, or the pet is found to be dangerous on one occasion.
- (4) A Resident shall remove a Prohibited Pet or a Problematic Pet from the strata lot, limited common property or common property within the time stipulated in a written demand to the Resident from the strata council to that effect.
- (5) A Resident or a visitor shall:
- (a) ensure that dogs and cats are under control or on a leash when on the common property or on land that is a common asset,
 - (b) be responsible for the immediate clean-up and sanitary disposal of excrement and repair of any damage cause by the pet, and,
 - (c) never leave a pet tied up or unattended at any time on the common property or unenclosed portions of the limited common property.
- (6) A Resident in violation of this Bylaw may be subject to any remedy available to the Strata Corporation in addition to fines pursuant to the Fine Bylaw in the discretion of the council.

Use of the strata lot, limited common property and common property

32 (1) Use Prohibitions on strata lot, limited common property & common property

A Resident or visitor, as the case may be, shall not:

- (a) permanently place or install a structure of any kind such as a dog pen or storage garage on a patio, balcony, driveway or lawn of the strata lot, common property or limited common property;
- (b) install a fence or lattice on any patio, balcony or driveway, provided that a fence or lattice may otherwise be installed on limited common property with the prior written permission of the strata council;
- (c) install or construct a fire pit, clay pot chimney, hot tub or any other similar kind of item on the strata lot, limited common property or common property;
- (d) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes an unreasonable disturbance or unreasonably interferes with the use and enjoyment of any other Resident;
- (e) place or install a barbeque or heater on the limited common property or common property, except for a portable barbeque and heater which complies with federal and provincial safety standards and is fueled by natural gas, propane or electricity;
- (f) have a water bed in the strata lot;
- (g) display external Christmas decorations prior to the last calendar week in November nor after the second calendar week in January of each year;
- (h) hold a garage sale;
- (i) permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein or that will be in breach of any law, order or regulation;
- (j) store flammable, explosive or hazardous materials in a strata lot or on the common property, including limited common property, except for the storage of gas or propane in approved containers for barbeques or outdoor equipment;
- (k) erect any fixed laundry structure or clotheslines on a patio, deck or on the common property or limited common property;
- (l) hang any clothing, bedding, laundry or other articles from a window, patio, balcony or any other part of the common property or limited common property so as to be visible from the front or side of the strata lot;
- (m) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
- (n) use the strata lot for retail, industrial or store front purposes;

- (o) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings, showing from the outside of the building in the windows, except for neutral colour and design, which are permitted;
- (p) use a deck, patio or balcony for storage of items, except for a reasonable number of plants, flowers and patio furniture;
- (q) permit the patios or balconies to become unsightly, unsanitary or untidy;
- (r) do or permit anything to be done that may cause damage to plants, flowers, lawns or other landscaped common areas and for greater certainty, shall not place dog pens, chairs, tables or other objects on the common property so as to damage landscaping, prevent growth, or interfere with the cutting of lawns or the maintenance of the grounds generally;
- (s) store or pile dust, rubbish, garbage, boxes, packing cases or the like on any part of the common property, excluding designated areas for garbage and other debris;
- (t) feed birds, deer, raccoons, rabbits, squirrels and other wild animals from the strata lot, common property or the limited common property, excluding hummingbirds using hummingbird feeders or subject to the prior written approval from council, bird feeders with a catch tray; and,
- (u) erect signs, fences, billboards, placards, advertising, advertising for organizations, display flags depicting illegal substances or any other fixture, fitting or signage of any kind whatsoever external to any part of a strata lot or the common property, except security company signage, a temporary notice to sell a strata lot of a size, style and location approved by the Council and signage permitted under the *Canada Elections Act*; and,
- (v) place or install a hot tub, wading pool, swimming pool or other similar item on a balcony, patio, driveway or on the common property or limited common property.

(2) **Restrictions requiring prior approval of council**

A Resident shall make an application for an Alteration pursuant to Bylaw 6 and obtain the prior written approval of the council before:

- (a) installing an awning, shade screen, flag holder, aerial, satellite dish, antenna, satellite signal receiving device or any other similar item on the common property or the limited common property;
- (b) changing the colour of the exterior of a building, including patios and balconies;
- (c) attaching anything to the external walls or roof using nails, screws, staples or any other fasteners that perforate the exterior of the building or roof;

- (d) operating a home based business from the strata lot, and such operation if approved, must comply with the municipal bylaws; and,
- (e) placing or installing a flag holder for a national or international flag.

Resident obligations

- (3) A Resident shall:
 - (a) comply with all fire regulations applicable to the strata corporation;
 - (b) keep the balconies, decks and patios in a neat, tidy and clean condition at all times; and,
 - (c) report forthwith to the council or a person designated by it, any accident or injury, insect infestation or failure of water pipes, toilet, drains, fixtures, electrical wires or other fixtures located on the strata lot or common property, including limited common property.

Garbage removal

- 33 (1) A Resident shall:
 - (a) remove all household refuse from his or her strata;
 - (b) only place household waste in the garbage containers approved by the City of Courtenay;
 - (c) properly place extra garbage in municipal approved garbage bags and place it for collection;
 - (d) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
 - (e) place recyclables in separate containers and dispose of the same in compliance with the local municipal bylaws;
 - (f) remove empty garbage receptacles as soon as practically possible from the collection area and store them in an inconspicuous place on the strata lot; and,
 - (g) remove any garbage other than ordinary household refuse from the limited common property or common property, at his or her expense, as soon as practicably possible.

Parking and motor vehicles

- 34 (1) A Resident or his or her guests shall not exceed the speed limit of 20 km per hour on common property roadways.

Parking location

- (2) A Resident or his or her guests shall only park licensed and insured motor vehicles in their garage or on their driveway. All stored vehicles must have storage insurance with a liability endorsement.

- (3) A Resident shall only permit his or her visitor or visitors to park in designated visitors' parking areas or in the parking space(s) designated for his or her strata lot.
- (4) A Visitor shall not park in a visitor's parking space for longer than twenty four (24) hours without the prior permission of the council.
- (5) A visitor parking in a guest parking space for longer than twenty four (24) hours must at all times display an approved parking pass.
- (6) A commercial vehicle shall not park in a visitor's parking space for longer than eight (8) hours without the prior written permission of the council.

Parking restrictions and prohibitions

- (7) A Resident or their guest shall not:
 - (a) park on the common property, except for the purpose of dropping off and picking up;
 - (b) park boats, trailers, campers, recreational vehicles on a driveway or in a visitors parking space at any time, except for the purpose of loading and unloading;
 - (c) park a vehicle on the interior roads of the Strata Corporation at any time, excluding commercial or service vehicles such as telecommunications, gas, electrical utilities, contractors, cleaners, movers, painters and other similar commercial or service providers conducting business with a Resident or the Strata Corporation. A commercial or service vehicle displaying business signage may park on the interior roads for a period of time not to exceed eight (8) consecutive hours a day, excluding overnight parking which is prohibited;
 - (d) park on the common property or the limited common property in a manner which may compromise the safety or security of the Residents;
 - (e) conduct maintenance or make adjustments to a vehicle on a strata lot, common property or limited common property; and,
 - (f) park a motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, Residents are responsible for the clean-up of same.
- (8) A Resident and their visitors shall not park the following on the common property or on limited common property without the prior written approval of the council, which may be granted subject to conditions:
 - (a) an uninsured or unlicensed vehicle, including cars, trucks, trailers and motorcycles;
 - (b) a motor home, recreational vehicle, trailer, camper, boat or any other recreational vehicle; and,

- (c) a commercial vehicle including a transport truck, logging truck, dump truck, bus or other similar vehicle except when used for the provision of services for the benefit of the Strata Corporation or a strata lot.

Towing rights

- (9) The council shall provide written notice of any violation of this bylaw to the Resident and if the infraction is not corrected within 24 hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (10) 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.
- (11) 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 or her own client, and any other reasonable costs.

Insurance and insurance deductible:

- 35**
- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed 3 years.
 - (2) For purposes of section 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;
 - (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds, and,
 - (e) Director's and Officer's Liability Insurance.
 - (3) Subject to the Regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.
 - (4) Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

Indemnity

- 36**
- (1) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:

- (a) that owner is responsible for the deductible pursuant to section 158(2) of the Act, or
- (b) the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of that owner, any member of the owner's family, the owner's pet(s), or the owner's guests, employees, contractors, agents, tenants, volunteers or their pets,

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

- (2) For greater certainty, an owner 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, plus repair costs, legal costs on a full indemnity basis and other related costs or expenses not covered by proceeds from insurance.
- (3) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot.
 - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot, and,
 - (c) any damage to property that an owner is required to repair and maintain.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his or her own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (5) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (6) An owner should obtain and maintain a Condominium Insurance policy to cover:
 - (a) the losses described in section 161 of the Act;
 - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim; and,

- (c) any Alteration, betterments or changes to the buildings or fixtures built by the developer.

Authority to bring Small Claims Court actions

- 37 (1) Pursuant to section 171(4) of the Act, a $\frac{3}{4}$ vote of owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the *Small Claims Act*, including money owing as a fine, is not required.
- (2) The council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the owners at a general meeting.

Full indemnity legal costs and indemnity

- 38 (1) An owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the Act (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprising legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the Act, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprising legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.
- (3) Subject to the discretion of the council, any legal costs or expenses incurred by the Strata Corporation to collect any Arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

Division 8 – Rental Prohibition

Rental prohibition

- 39 (1) Pursuant to section 141(2)(a) of the Act, the rental or lease of all or a portion of a residential strata lot in the Strata Corporation is prohibited.

Purpose of the rental prohibition bylaw

- (2) The Strata Corporation wishes to prohibit the rental of strata lots for the following reasons:
- (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of the residential strata lots, and,
 - (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale.

Exemption procedure

- (3) An owner who wishes to lease or rent his strata lot pursuant to a statutory exemption provided for under the Act shall follow the following procedure:
- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a statutory exemption and the application shall include the following:
 - (i) name(s), address(es), and telephone number(s) of all persons who intend to occupy the Strata Lot during the term of the lease or rental;
 - (ii) 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,
 - (iii) any other information or documents as may reasonably be requested by the Strata Council;
 - (b) prior to renting to a prospective tenant, comply with section 146 of the Act by giving the prospective tenant:
 - (i) the current bylaws and rules, and,
 - (ii) a Notice of Tenant's Responsibilities (Form K);
 - (c) provide the Strata Corporation with the signed Form K within 7 days of renting all or a portion of the Strata Lot.

Bylaw exemption to Family or Family Members

- (4) This bylaw does not apply to prevent the rental of a Strata Lot to a member of the owner's family.
- (a) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
 - (b) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

Hardship

- (5) Hardship applications shall be addressed as follows:
- (a) Rentals may be permitted pursuant to section 144 of the Act on grounds that the bylaws create a hardship on the owner.
 - (b) An owner may provide written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
 - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;

- (ii) if the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation.
- (c) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
 - (i) within one week after the hearing, or
 - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation.
- (d) An exemption granted by the Strata Corporation may be for a limited time.
- (e) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.

Rental disclosure statement exemption

- (6) Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement ("Designated Rental Strata Lot") and all the requirements set out in s. 139 of the Act have been met, this rental prohibition bylaw does not apply to a Designated Rental Strata Lot until the earlier of:
 - (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and
 - (b) the date the rental period expires, as disclosed in the Rental Disclosure Statement.

Remedy and fines

- (7) The Strata Corporation may remedy a violation of a Rental Bylaw as follows:
 - (a) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of these bylaws.
 - (b) A zero tolerance or strict compliance policy with respect to the Rental Prohibition Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce these bylaws against violating Owners and tenants.
 - (c) The Strata Corporation shall pursue a violation of the Rental Prohibition Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an Owner or tenant to comply with the bylaws. If a person occupies a Strata Lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by a tenant or Owner violating these bylaws.

Visitors and children

- 40 (1) Each owner or tenant or their agent is responsible for the conduct of visitors and children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, does not unreasonably disturb or interfere with the rights of quiet enjoyment of other Residents and their visitors, or that does not violate the noise bylaws of the local jurisdiction, in force from time to time.
- (2) Owners and tenants are responsible to ensure that a child or children under their care and control is properly supervised at all times while on common property or limited common property of the Strata Corporation.

Severability

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

THE END