

- 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*.

Paul Rodney  
Ives GCXF8C

Digitally signed by Paul Rodney Ives  
GCXF8C  
DN: c=CA, cn=Paul Rodney Ives  
GCXF8C, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=GCXF8C  
Date: 2016.11.21 10:38:17 -08'00'

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

IVES BURGER

BARRISTERS &amp; SOLICITORS

505 FIFTH STREET

COURTENAY

BC V9N 1K2

FILE NO. 26801/PC

CN: 10108

TELEPHONE NO. 250-334-2416

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

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

Form-I Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN VIS6181**Related Plan Number: **VIS6181**


*Strata Property Act*

Form I

AMENDMENT TO BYLAWS  
(Section 128)

The Owners, Strata Plan VIS 6181 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 October 24, 2016:

As per attached . . . . .



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Signature of Council Member



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Signature of Second Council Member

## **PREAMBLE**

WHEREAS the Owners of Strata Plan No. VIS 6181 ( the "Strata Corporation") wish to amend the bylaws of the Strata Corporation pursuant to the Strata Property Act, SBC 1998, c. 43 as amended ( the "Act");

NOW THEREFORE BE IT RESOLVED by a 3/4 vote of the Strata Corporation pursuant to section 128 of the Strata Property Act, S.B.C 1998, c.43 as amended, that:

1. all previous Bylaws registered in the Victoria, B.C. Land Titles Act under instrument numbers FB0212418 and CA2615205 shall be repealed;
2. the statutory Standard Bylaws shall be repealed; and
3. the following Bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Consolidated Bylaws")

These Bylaws shall bind the Strata Corporation and the Owners, tenants and occupants to the same extent as if the Bylaws had been signed by the Strata Corporation and each Owner, tenant and occupant. The Strata Corporation and each Owner, tenant and occupant covenant and are deemed to covenant with each other to observe, comply with and perform as and when required the provisos contained herein.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C 1998, c. 43 as amended. For purposes of these Bylaws, "residents" means collectively owners, tenants and occupants and "resident" means collectively an owner, a tenant and an occupant.

These Bylaws supersede the Schedule of Standard Bylaws to the Act and are deemed to apply to any visitors in addition to owners, tenants and occupants.

These Bylaws apply to the lands and premises identified by the plan filed at the Land Titles Office in Victoria B.C. under Strata Plan No. VIS 6181 which lands and premises are more commonly municipally identified as Building V, 3666 Royal Vista Way, Courtenay, B.C. V9N 9X8.

## **THE CONSOLIDATED BYLAWS OF THE OWNERS OF STRATA PLAN VIS 6181**

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

#### Payment of Strata Fees and Special Levies

1 (1) (a) An owner must pay strata fees on or before the first day of the month to which the strata fees relate or on any date of a month as determined from time to time by the Strata Council.

1 (1) (b) Strata fees shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula.

1(2)(a) An owner must pay all Special Levies in accordance with any resolution approving such Special Levies pursuant to the Act.

1(2)(b) Any Special Levy shall be deemed to constitute a strata fee of the Strata Corporation for purposes of these Bylaws.

1(3)(a) The Strata Corporation may charge an Owner who is in default of payment of any strata fee or Special Levy interest at the rate of 10% per annum compounded annually and calculated monthly or to the maximum rate of interest prescribed from time to time by the Regulations to the Act.

1(3)(b) Any interest payable on a late payment of strata fees or a Special Levy is not a fine but shall form part of the strata fees for purposes of s. 116 of the Act.

1(3)(c) Failure to pay strata fees and Special Levies when due shall be deemed to constitute an infraction or breach of these Bylaws.

1(3)(d) In addition to any other rights and remedies available to the Strata Corporation, the Strata Council, at its sole and absolute discretion, may levy a fine pursuant to these Bylaws for late payment of strata fees and any Special Levies with such fines payable on the 15<sup>th</sup> day following the date the fine was levied. Each consecutive month that strata fees and Special Levies are late or are unpaid constitutes a separate infraction and each infraction shall be subject to a fine as provided by these Bylaws. Fines together with any applicable interest as prescribed by these Bylaws shall be added to the strata fees for the offending Owner.

1(3)(e) An Owner in default of the payment of strata fees, Special Levies, interest, fines, and any other amounts owing to the Strata Corporation pursuant to these Bylaws and the Act shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such arrears including legal costs as between a solicitor and his or her client on a full indemnity basis.

#### Repair and Maintenance of Property by Owner

2(1) An Owner must repair and maintain the Owner's strata lot save and except for any repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

2(2) An Owner who has the use of limited common property must repair and maintain it, save and except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

2(3) An Owner shall be responsible for the maintenance, repair and replacement, as reasonably required, but not limited to the following chattels and fixtures: refrigerators, stoves, dishwashers, garburators, washers and dryers, gas fireplaces, hot water tanks, ceiling fans, appliances in general and interior plumbing including the in-floor heating.

2(4) An Owner must ensure that their hot water tank is in proper operating condition at all times, provide the Strata Corporation with proof of age and the expiry date of its warranty and replace the tank within the warranty period specified by the manufacturer. In the event an owner refuses to replace the tank when required or fails to provide proof of its age the Strata Corporation may enter the strata lot upon 48 hours written notice and replace the tank and charge any related costs and expenses

back to the owner on a full indemnity basis, including legal costs and expenses on a solicitor and client basis,

### Use of Property

3(1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance or hazard to another person;
- (b) causes unreasonable noise;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, commons 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.

3(2) An Owner, tenant, occupant or visitor must not 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.

3(3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

3(4) An Owner, tenant, occupant or visitor must not keep any pets or animals on a strata lot other than one dog or one cat neither of which can exceed 12 kilograms in weight subject to the proviso that this weight restriction does not apply to service dogs qualified under the Guide Dog and Service Dog Act, S.B.C 2015, c.17, as amended.

3(5) An Owner, tenant, occupant or visitor must not keep any of the following animals in the strata lot or on common property: pigs, rodents, gerbils, hamsters, mice, rats, gophers, birds including but not limited to parrots, budgies and pigeons, reptiles including but not limited to snakes and lizards, spiders, fish or any other animal considered by the Strata Corporation at its sole and absolute discretion to be exotic or undesirable in nature.

3(6) An Owner, tenant, occupant or visitor must immediately remove and dispose of a pet's feces from the common or limited common property.

3(7) An Owner shall be responsible for the cost of any special cleaning, floor covering replacement or painting required as may result from his or her pet dog or cat soiling common, limited common property or common assets regardless of whether the Owner had specific or implied knowledge, notice or forewarning of the likelihood of such event.

3(8) If, in the opinion of the Strata Council at its sole and absolute discretion, it is determined that a pet or animal is deemed a nuisance or has caused or is causing an unreasonable interference with the

use and enjoyment of strata lots, common property or limited common property such nuisance to include but not limited to excessive barking or noise, the Strata Council may order the Owner, tenant, occupant or visitor to remove the offending pet or animal permanently within 14 days of receipt of a written notice failing which the Strata Council is at liberty to take such legal steps as are necessary or required in order to have the offending pet or animal removed at the sole expense of the Owner, tenant, occupant or visitor including legal costs on a solicitor and client basis.

3(9) An Owner, tenant or occupant shall not do or permit any of the following:

(a) build or erect clotheslines, hang washing, clothing, laundry or bedding, allow any signs, notices or advertising matter of any kind, store any refuse, keep any compost bins, store bicycles, shopping carts, boxes, packing cases or like items or operate any barbecues or heating appliances other than natural gas, or electric on a strata lot, common property or limited common property. Balconies and patios shall be maintained by the owner or tenant in a neat and tidy fashion and in a manner which will not cause any damage to those areas. Propane fireplaces, heaters or like devices are prohibited on common and limited common property;

(b) install interior window drapes, blinds, decorations or any objects, visible from the exterior of the strata lot, which, in the opinion of the Strata Council at its sole and absolute discretion, distract from the overall appearance of the strata lots, common and limited common property;

(c) use the balcony and patio areas for storage or place any objects on balconies or patios which in the opinion of the Strata Council, at its sole and absolute discretion, detracts unreasonably from the exterior appearance of the building or could result in general safety concerns;

(d) shake mops, dusters, tablecloths, towels, clothing, linen, rugs, carpets or other similar articles from the strata lot, limited common property or common property.

(e) use water on or about a strata lot or limited common property in any manner which results in or could reasonably result in water overflowing or dripping onto a strata unit or its limited common property of any strata unit located beneath it or on common property.

(f) operate or use mechanical exercise equipment or machines including, but not limited to, stationary bicycles, running and walking machines which includes treadmills and elliptical trainers, rowing machines, skiing machines and weight machines within a strata unit, limited common property or common property; and

(g) In order to deter the attraction of rodents and insects an Owner, tenant or occupant shall not keep bird feeders save and except bird feeders designed for hummingbirds, water retainers, water dishes or store food items of any kind on the balcony and patio areas;

3(10) An Owner, tenant or occupant may, with the written approval of the Strata Council such approval not to be unreasonably withheld, install awnings, shades or exterior coverings on windows, balconies and patios subject, however, to the proviso that such coverings are consistent with the exterior appearance of the strata lots and do not distract from the exterior appearance of the strata lots.

3(11) Owners, tenants, occupants and visitors are prohibited from smoking tobacco products, combustible materials or electronic smoking products as follows:

(a) within a strata lot

(b) within the interior common property including, but not limited to, hallways, stairways, elevators, the parking garage, electrical and mechanical rooms and storage areas located in the parking garage area;

(c) on patios and balconies; or

(d) within ten metres of any door, window or air intake related to the building;

3(12) DELETED.

3(13) An owner or tenant shall not use his or her strata lot for any purpose other than a single family residential property. The number of occupants for any strata lot shall be limited to two persons for each bedroom.

3(14) Satellite dishes and hot tubs are prohibited within the entire strata lot plan. Waterbeds are prohibited within the strata lot.

3(15) An owner, tenant or occupant shall place all household refuse in bird and animal resistant containers and deposit same only in garbage or refuse bins provided by the Strata Corporation.

3(16) An owner, tenant or occupant shall not cause damage, interfere with or alter trees, plants, bushes, flowers and any other landscaping feature maintained by the Strata Corporation.

#### Information to be Provided to the Strata Corporation

4(1) Within two weeks of becoming an Owner, the Owner must inform the Strata Corporation and, if applicable, the Strata Corporation's management company, of the Owner's name, strata lot number, the Unit number and mailing address which can be done by way of a written notice to the Strata Council and, if applicable, the said management company.

4(2) Within two weeks of becoming a tenant, the tenant must inform the Strata Corporation and, if applicable, the Strata Corporation's management company, of the tenant's name, the strata lot number, the Unit number and the proposed mailing address of the tenant if different from the strata lot which can be done by way of a written notice to the Strata Council and , if applicable, the management company.

#### Alterations to Strata Lots and/or Common Property and Limited Common Property

5(1) An Owner must obtain the written approval the Strata Corporation by way of the Strata Council prior to making an alteration to a strata lot, common property including limited common property and common assets.

5(2) Such prior written approval must be obtained by the Owner before making any alteration or alterations to the strata lot that involves any of the following:

(a) the structure of the building and any electrical or plumbing to the interior of a strata lot;

- (b) the exterior envelope of the building;
- (c) stairs, balconies, and patios;
- (d) doors, windows, building vents, drain pipes or anything attached to the exterior of the building;
- (e) fences, landscaping, railing or similar structures that enclose a patio or balcony;
- (f) common property located within the boundaries of a strata lot; and
- (g) those parts of the strata lot for which the Strata Corporation must insure under s. 149 of the Act.

5(3) The Strata Corporation as represented by the Strata Council shall not unreasonably withhold its approval for an alteration application by an Owner subject to the proviso that the Strata Council may require, as a condition of any approval, that the Owner do the following:

- (a) that the Owner provide by way of an application in writing the particulars and details of the proposed alterations in a form provided by the Strata Council which form may include a requirement for drawings or plans, a description of the nature of the changes and materials, copies of any applicable building permits if required, the identity of the qualified and licensed contractor and/or tradesmen who will be doing the work and any other documentation as the Strata Council might reasonably require;
- (b) that the proposed alterations shall be at the Owner's sole cost;
- (c) that the Owner ensure that the alterations are performed in a good and workmanlike manner by qualified contractors and tradesmen in accordance with all applicable laws, statutes, building codes and municipal bylaws;
- (d) that the Owner and any subsequent Owner on title who receives benefit of such alterations indemnify the Strata Corporation and its council members in a form satisfactory to the Strata Council and save them harmless from any and all liability associated with the work including any legal costs as may be incurred by the Strata Corporation on a solicitor and client basis;
- (e) rectify any deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council failing which the Strata Corporation may perform the work and collect all such costs from the Owner including legal costs on a solicitor and client basis such costs and expenses then shall be added to and form part of the strata fee for the month next following the date on which the costs and expenses were incurred and will become due and payable on the due date of payment of monthly strata fees;
- (f) that the Owner shall ensure the work is completed in a timely fashion;
- (g) assume responsibility for any future work required for the repair, maintenance or replacement of the alterations following their completion;
- (h) assume responsibility for any damages to the strata lot, common property or limited common property arising out of or related to defects in the design and construction of the alterations or the failure to adequately repair and maintain the same;
- (i) agree to any other conditions reasonably required in the sole opinion of the Strata Council given the



nature of the proposed alterations;

(j) An owner who alters common property or limited common property without adhering to these Bylaws must restore, at the owner's sole expense, the common property, limited common property or common assets as the case may be to its condition prior to the alteration. In the event the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration at the expense of the owner and the costs of such restoration shall be added to and become part of the strata fees of that owner for the month following the date on which the cost was incurred by the Strata Corporation.

#### Entry to a Strata Lot

6(1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot in the following circumstances:

(a) in an emergency, without notice, in order to ensure safety or prevent or mitigate significant loss or damage to a strata lot or lots, common property, limited common property or common assets; or

(b) at a reasonable time, on 48 hours written notice such notice to include the date and approximate time of entry and the reason for the required entry, to inspect, repair or maintain common property, limited common property, and common assets of a strata lot which are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under to s. 149 of the Act;

6(2) For purposes of ensuring compliance with s. 6(1)(a) of these Bylaws and the Act the Owner or tenant shall provide to the Strata Council the name of a contact person from time to time and contact information in the event the Strata Council or Strata Corporation is unable to contact the Owner, tenant or occupant in an emergency situation.

6(3) An Owner or tenant who improperly fails or refuses to provide access contrary to s. 6 of these Bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow access by an authorized person. In an emergency situation in the event forced entry is required any resulting damages and the costs of repairing same resulting from such forced entry shall be the responsibility of the Owner or tenant.

6(4) For purposes of this section the Strata Corporation may commence court proceedings to compel access to a strata lot and the Owner or tenant who unlawfully refused access shall be responsible for any damages in addition to any legal costs on a solicitor and client basis.

#### Parking and Motor Vehicles

7(1) In the underground parking area Owners, tenants, occupants or their guests shall only park motor vehicles within those limited common property parking spaces designated for such use by the strata lot Owners in the strata lot plan for VIS 6181 filed at the Land Titles Office.

7(2) Owners, tenants and occupants shall not be prohibited from allowing others the use of their limited common property parking spaces subject to the proviso that any person parking a motor vehicle in the underground parking area shall be subject to this Bylaw and any other Bylaws as may apply to persons with access to the building.

7(3) Owners, tenants, occupants, visitors and any other authorized person using an underground parking space shall at all times maintain the space in a tidy and neat condition and not store any items within the parking space save and except bicycles not exceeding two in number and one portable and reasonable sized folding shopping cart. Further, Owners, tenants and occupants agree to comply with any direction issued from time to time by the municipal fire marshal with respect to the storage of any items in the underground parking area.

7(4) Owners, tenants, occupants or visitors shall not service, wash, maintain or repair a motor vehicle in the underground storage area and will take reasonable measures to prevent the leakage of fluids by motor vehicles onto the floor of the parking area. This provision shall not apply to minor maintenance of a motor vehicle such as the changing of a battery, checking fluid levels and matters of like nature.

7(5) An Owner, tenant, occupant or visitor shall not park an uninsured, unlicensed or unserviceable motor vehicle in the underground parking area or on common property.

7(6) An Owner, tenant, occupant or visitor shall not park a motor home, recreational vehicle, camper, tent trailer, trailer, boat, boat trailers or large commercial trucks in any limited common or common property. This provision does not apply to commercial vehicles and moving and service trucks which, from time to time, provide services to Owners, tenants and occupants.

7(7) Vehicles dripping excess oil or other fluids are prohibited from parking in underground parking area or on common property until repaired. Owners of vehicles causing any stains on the floor or on common property parking area shall clean up any impacted area failing which the Strata Corporation can proceed with any required clean up and charge the relevant owner with any costs incurred.

#### Moving In and Out of the Building

8(1) When an Owner, tenant or occupant wishes to move household furnishings and personal effects for purposes of either taking or vacating a strata unit the Owner, tenant or occupant shall:

(a) provide the Strata Council with a minimum of 48 hours notice prior to moving such articles in or out of the building;

(b) arrange with the Strata Council for an elevator key in advance of the move together with instructions on the proper use of the elevator key for this purpose;

(c) move or remove such articles to and from the building only during such times and in such manner as directed by the Strata Council from time to time;

(d) pay to the Strata Corporation any moving fee as may be prescribed from time to time by the Strata Council;

(e) ensure that protective padding has been placed in the elevator prior to using it during a move and lock the elevator door open only for brief periods in order to minimize any inconvenience to the residents.

(f) never prop the elevator door open in the absence of an elevator key which can cause damage to the elevator; and

(g) place a notice on the elevator door on each floor in order to notify Owners, tenants, occupants and visitors that the elevator is "temporarily out of service".

8(2) If common property including the elevator is damaged as a result of the moving in or out of the building, the Strata Council may do what is reasonably necessary to repair such damage and the person or persons who caused such damage as a resident shall be required to pay the reasonable costs of repairing any damages, including payment of legal costs as may be incurred by the Strata Corporation on a solicitor and client basis.

#### Insurance Deductible

9(1) An Owner shall reimburse the Strata Corporation for the expenses of any maintenance, repair or replacement, and any loss or damage to that Owner's strata lot, the common property, the limited common property, or the contents of same if:

(a) that Owner is responsible for the loss or damage; or

(b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:

- (i) that owner
- (ii) any member of the owner's family
- (iii) the owner's pet; or
- (iv) the owner's guests, employees, contractors, agents, tenants, volunteers or any pets but only to the extent that such expense is not met by the proceeds received from any insurance policy, excluding the insurance deductible which is the responsibility of the owner

9(2) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed on a strict liability standard for purpose of payment of the insurance deductible pursuant to s. 158(2) of the Strata Property Act plus repair costs and related costs or expenses not covered by proceeds from the insurance.

9(3) Without restricting the generality of the foregoing an owner is responsible for:

(a) any water escape damage from the owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to, the following:

- (i) dishwasher
- (ii) refrigerator with ice/water dispensing capabilities
- (iii) garburator
- (iv) hot water tank
- (v) washing machine
- (vi) toilet, sink, bathtub and/or shower
- (vii) plumbing pipes, and hoses located within the strata lot and accessible to the owner
- (viii) fireplace;

(ix) any other similar type of appliance, equipment or fixture.

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

(c) any damage to property that an owner is required to repair and maintain.

9(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 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, an 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 the bylaw will be charged to the owner.

9(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's monthly assessment on the first day of the month following the date the expense was incurred.

9(6) It is recommended that an owner, tenant or occupant obtain and maintain a Homeowner Package insurance policy to cover:

(a) the losses described in s. 161 of the Strata Property Act;

(b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if the owner is responsible for the loss or damage that gave rise to the claim; and

(c) any alterations, betterments or changes to the building or fixtures built by the developer or by the owner.

9(7) The Strata Corporation shall obtain an appraisal of the property on an annual basis from a qualified appraiser on an annual basis for the purposes of determining full replacement value pursuant to s. 149(4)(a) of the Act.

9(8) For purposes of s. 149(4)(b) of the Act the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils if same is economically feasible including earthquake insurance and Director's and Officer's Liability Insurance in the minimum amount of \$2,000,000 or such lesser amount as may be available.

9(9) Subject to the provisions of this bylaw and to the regulations under the Act the payment of the insurance deductible in respect of a claim on the Strata Corporation's insurance is deemed a common expense to be contributed to by means of strata fees in accordance with the Act.

9(10) Notwithstanding any other section of the Act or regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation decides not to repair or replace under s. 159 of the Act.

Authority to Bring a Small Claims Action

10. Pursuant to s. 171(4) of the Act a special resolution of the units 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, strata fees or Special Levies, is not required pursuant to this Bylaw and the Strata Council is authorized in its sole and absolute discretion to authorize legal proceedings in Small Claims Court to collect such monies without the requirement for a further vote or approval of the Owners at a general meeting.

#### Indemnity of Strata Council

11. Each Strata Council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs on a solicitor and client basis, for any acts or omissions while he or she was carrying out his or her duties honestly and in good faith as a member of the Strata Council. Notwithstanding the foregoing there will be no such indemnity if a Strata Council member is adjudged guilty of wilful misconduct, fraud or wrongful exercise of authority in the performance of his or her duties by a court of competent jurisdiction.

### **DIVISION 2 - POWERS AND DUTIES OF THE STRATA CORPORATION**

#### Repair and maintenance of property by the Strata Corporation

12(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 and maintenance ordinarily occurs:
    - the structure of the building
    - the exterior of the building
    - chimneys, stairs, balconies, patios and other things attached to the exterior of the building
    - doors and windows on the exterior of the building or that front on the common property
    - fences, railings and similar structures that enclose patios, balconies and yards
- (d) a strata lot in a strata plan that is not a bare land strata plan but the duty to repair and maintain is restricted to:
  - (i) the structure of the building
  - (ii) the exterior of the building
  - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of the building
  - (iv) door and windows on the exterior of the building or that front on the common property
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

12(2) Pursuant to the provisions of the Act and regulations thereto the Strata Corporation shall obtain

and maintain building insurance against all perils including but not limited to earthquakes.

### **DIVISION 3 – STRATA COUNCIL**

#### Council size

13(1) The Strata Council must consist of at least three and not more than seven members.

#### Council Members' Terms and Eligibility

14(1) The term of office of a council member ends at the end of the annual general meeting of the Strata Corporation at which time a new council shall be elected by the Owners.

14(2) A person whose term as council member is ending is eligible for re-election.

14(3) The only persons who may be council members are Owners and Tenants who, under sections 147 and 148 of the Act, have been assigned an Owner's right to stand for council. In the event of such an assignment the Owner shall provide to the Strata Corporation evidence of same in a form accepted and approved by the Strata Council for purposes of this section.

14(4) No person may stand for council or continue to serve on council with respect to a strata lot if the Strata Corporation has registered or is entitled to register a lien against that strata lot.

#### Hearings at Strata Council

15(1) An Owner or tenant may request a hearing before the Strata Council subject to the provision that such request be made in writing and states the reason or reasons for the request.

15(2) The Strata Council must hold such a requested meeting to hear the applicant/owner within four weeks of the date the request was received.

15(3) If the purpose of the hearing is to seek a decision on the part of the Strata Council, the Strata Council must provide to the applicant/owner a written decision with 30 days of the date of the completion of any hearing.

#### Removal of Council Member

16(1) The Strata Corporation may, by way of a resolution passed by a simple majority vote at a special general meeting, remove one or more council members.

16(2) After removing a council member the Strata Council must hold an election at the same special general meeting to replace the removed council member or members for the remainder of the term.

#### Replacing Council Members

17(1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining council members may appoint a replacement council member for the remainder of the term.

17(2) A replacement council member may be appointed from any person eligible to sit on council.

17(3) The Strata Council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

17(4) If all of the members of the Strata Council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council pursuant to the Act, regulations to the Act and these Bylaws with respect to the calling and holding of meetings.

#### Council Officers

18(1) At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the council must elect from among its members a president, a vice president, a secretary and a treasurer.

18(2) A person may hold more than one office at a time, other than the offices of the president and vice president.

18(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.

18(4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the balance of the term.

#### Calling Council Meetings

19(1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting which notice need not be in writing.

19(2) 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 consent in advance of the meeting or are unavailable to provide consent after reasonable attempts have been made to contact them.

#### Quorum of Council

20(1) A quorum of council is:

- (a) two if the council consists of three or four members;

- (b) three if the council consists of five or six members; or
- (c) four if the council consists of seven members.

20(2) Council members must be present in person at a council meeting to be counted for the purposes of establishing a quorum subject to the provisions of sections 21(1) and 21(2) of these bylaws.

#### Council Meetings

21(1) Council meetings may be held by electronic means so long as all council members and other participants are able to communicate with each other.

21(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

21(3) Owners may attend council meetings as observers.

21(4) Notwithstanding section 21(3) , no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings pursuant to s. 135 of the Act and pursuant to these Bylaws; or
- (b) any other matters, if the presence of the observer or observers could, in the opinion of the Council, unreasonably interfere with an individual's right to privacy.

#### Voting at Council Meetings

22(1) At council meetings decisions must be made by way of a simple majority of council members present in person at the meeting.

22(2) In the event of a tie vote at a council meeting the president may break the tie vote by casting a second vote.

22(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

22(4) Copies of all council minutes save and except with respect to matters dealt with in camera in order to protect an individual's privacy shall be posted by the secretary or other officer on the bulletin board opposite the elevator on the parking lot level of the building or such other place as may be designated for this purpose from time to time by the Strata Council within two weeks of the meeting. In addition, the Strata Council must provide copies of such minutes to Owners within four weeks of the meeting by way of email or regular post at the last address provided by any Owner.

#### Delegation of Council's Powers and Duties

23(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 council members and may also revoke such delegation at any time.

23(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) delegate the general authority to make expenditures in accordance with subsection 23 (3).

23(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.

23(4) the council may not delegate its powers to determine, based on the facts of a particular case:

(a) whether or not a person has contravened a bylaw or rule; or

(b) whether or not a person should be fined and the amount of such fine.

#### Spending Restrictions

24(1) A person may not spend the Strata Corporation's money unless the person has been duly delegated the power to do so in accordance with these Bylaws.

24(2) Notwithstanding s. 24(1) a council member may spend the Strata Corporations money to repair or replace common property or commons assets if the repair or replacement is immediately required to ensure safety or prevent significant or potentially significant loss or damage.

### **DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

25(1)(a) The Strata Corporation as represented by the Strata Council cannot impose a fine for a contravention of a bylaw or rule unless the Strata Council has received a complaint setting out the particulars and providing such particulars in writing to the Owner or tenant who will then be permitted a reasonable opportunity to answer the complaint to the Council in writing or request a hearing at a Council meeting.

25(1)(b) For any complaint directed at a tenant of a strata lot the Strata Council must give notice and a copy of the particulars of the complaint to the Owner of the relevant strata lot.

25(1)(c) Within a reasonable time following its deliberation the Strata Council must provide its decision to the parties and, in the case of a tenant, to both the tenant and the Owner of the relevant strata lot.

25(2) In the event that the Strata Council makes a finding that an infraction or infractions of a bylaw or bylaws has occurred the Strata Council, in addition of any other rights or remedies available in law to the Strata Corporation, 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 and \$50.00 for each contravention of a rule.

25(3) If an action or inaction on the part of an Owner, Tenant or occupant is determined by the Strata

Council to be an infraction of these Bylaws or any rules as may be adopted by the Strata Corporation and any such action or inaction continues for a consecutive period of 7 days the Strata Council may impose a fine every 7 days.

25(4) In the event that the Strata Council places a lien against a strata lot for the collection of funds owing to the Strata Corporation pursuant to s. 116 of the Act, the owner is responsible for all legal costs relative to the enforcement of any such lien on a solicitor and client basis.

25(5) Notwithstanding the provisions of Division 4 of these Bylaws the Strata Council is at liberty to attempt a mediated resolution of any dispute among owners and tenant subject to the consent of all parties.

#### **DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS**

26(1) Annual and special general meeting shall be chaired by the president of the Strata Council.

26(2) In the event the president of the Strata Council is unwilling or unable to act, the meeting shall be chaired by the vice president of the Strata Council.

26(3) In the event neither the president or vice president chairs the meeting, a chair shall be elected by way of a simple majority vote by the eligible voters present in person or by proxy from among the persons who are present at the meeting.

26(4) At any annual or special meeting each strata lot is entitled to one vote subject, however to the proviso that such vote may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register or has registered a lien against that owner or that owner is in arrears of payment of any strata fee, Special Levies or fines.

26(5) A quorum for an annual general meeting or a special general meeting is defined as the eligible voters holding one third of the Strata Corporations votes present in person or by proxy.

26(6) At any annual general meeting or special general meeting if within one half hour from the time appointed for meeting a quorum as defined by these Bylaws is not present, the meeting shall stand adjourned for a further one half hour and should a quorum still not be present then the eligible persons remaining present in person or by proxy shall be deemed to constitute a quorum.

26(7) At an annual general meeting or special general meeting a vote is decided by way of a show of hands of the eligible voters present in person or by proxy and the secretary shall record the numbers of votes in favour and against any resolution following which the chair will declare any motion or resolution as either passed or defeated. The minutes shall reflect the result of each vote.

26(8) In the event there is a tie vote at an annual general meeting or special general meeting the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second deciding vote. In the event that a final vote result remains as a tie then the motion or resolution shall be deemed to be defeated.

26(9) In the event a secret ballot is requested by any eligible voter on any motion or resolution the chair shall call for a motion from the floor to such effect which motion will be decided by a simple majority vote of eligible voters. In the event such a motion passes the chair shall conduct a vote by

secret ballot with the ballots being counted by a minimum of three officers including the president following which the chair shall announce the results of that vote.

26(10) An eligible voter may assign his or her vote by way of proxy as prescribed in the Act.

#### Order of Business

27(1) The order of business at an annual general meeting and special general meetings is as follows:

- (a) certify proxies and corporate representatives;
- (b) determine that there is a quorum;
- (c) elect a chair for the meeting if required;
- (d) present to the meeting proof of notice of the meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve the minutes from the last annual or special general meeting;
- (g) deal with any unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including any reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under s. 125 of the Act;
- (j) report on insurance coverage in accordance with s. 154 of the Act if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with s. 103 of the act if the meeting is an annual general meeting;
- (l) deal with any new business, including any matters about which notice has been given under s. 45 of the Act;
- (m) elect a new council if the meeting is an annual general meeting; and
- (n) terminate and adjourn the meeting.

#### **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

28(1) A dispute among owners, tenants and 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 under the Act, these Bylaws or the rules, if any.

28(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 of the disputing parties.

28(3) The dispute resolution committee shall attempt to assist the disputing parties to voluntarily resolve the dispute.

## **DIVISION 7- ADDITIONAL BYLAWS**

### Severability

29(1) It is specifically acknowledged that each section, subsection and paragraph of these Bylaws shall be treated as a separate part thereof and should any part be held by an Arbitrator or Court of competent jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the Bylaws shall remain in force and effect.

End

Approved by Special Resolutions of the Owners on October 24, 2016.