

VICTORIA LAND TITLE OFFICE

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STRATA PROPERTY ACT FILING  
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PAGE 1 OF 27 PAGES

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    - 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.

<b>Cora Darlene Wilson 7D69UQ</b>	Digitally signed by Cora Darlene Wilson 7D69UQ Date: 2019.11.05 10:00:39 -08'00'
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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)

**C.D. Wilson Law Corporation**

**Barristers and Solicitors**

**630 Terminal Avenue North**

**Nanaimo**

**BC V9S 4K2**

Tel: 250-741-1400

File #: 7069.19

LEGAL ADVICE NEITHER SOUGHT NOR GIVEN

Document Fees: \$29.66

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 VIS7071**

Related Plan Number: **VIS7071**

**STRATA PROPERTY ACT**

**FORM I**

**AMENDMENT TO BYLAWS**

(Section 128)

The owners, Strata Plan VIS7071 certify that the 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 general meeting held on September 29<sup>th</sup>, 2018.

  
\_\_\_\_\_  
Strata Council Member

  
\_\_\_\_\_  
Strata Council Member

=====

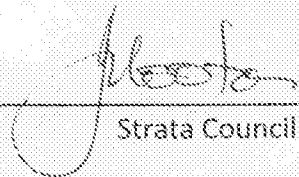
**RESOLUTION BY THE OWNERS, STRATA PLAN VIS7071**

**BE IT RESOLVED** that all bylaws registered in the Victoria Land Titles Office to the date hereof and all Standard Bylaws attached to the Strata Property Act be repealed.

WHEREAS the Owners, Strata Plan VIS7071 have passed bylaws in conformity with the Strata Property Act, SBC 1998, Chapter 43;

**NOW THEREFORE** be it resolved that the Bylaws of the Owners, Strata Plan VIS7071 be amended as attached:

  
\_\_\_\_\_  
Strata Council Member

  
\_\_\_\_\_  
Strata Council Member

# SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS

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## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

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

#### **1 Payment of Strata Fees**

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

#### **1.2 Repair and Maintenance of Property by Owner**

- a) An owner must repair and maintain the owner's strata lot, except for the repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- b) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

#### **1.3 Use of Property**

- a) An owner, tenant, occupant or visitor must not use a strata lot or the common property in a way that:
  - i. causes a nuisance or hazard to another person,
  - ii. causes unreasonable noise,
  - iii. unreasonably interferes with the rights of other persons to use and enjoy the common property, or another strata lot,
  - iv. is illegal,
  - v. 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.
- b) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property 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.

#### **1.4 Inform Strata Corporation**

- a) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, e-mail address and mailing address outside the strata plan, if any.
- b) Within 2 weeks of becoming a tenant, a tenant must inform the Strata Corporation of his or her name, phone number and e-mail address.

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

### **1.5 Obtain Approval Before Altering Property**

- a) An owner must obtain the written approval of the council before making an alterations that involves any of the following (the “Alteration”):
  - i) the structure of a building;
  - ii) the exterior of a building;
  - iii) chimneys, stairs, balconies, patios or other things attached to the exterior of a building;
  - iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - v) fences, railings or similar structures that enclose a patio, balcony or yard;
  - vi) common property located within the boundaries of a strata lot;
  - vii) common property, including limited common property;
  - viii) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act including major interior alterations, but excluding cosmetic changes, such as interior painting, hanging pictures and other interior decorative changes where permission is not required;
  - ix) flooring changes within a strata lot;
  - x) wiring, plumbing, piping, heating, air-conditioning and other service facilities; or,
  - xi) common assets.
- b) Before proceeding with the Alteration, an owner must obtain written approval from council to the Alteration application containing the following:
  - i) details of the proposed Alteration including the nature of the changes, plans, specifications, a site plan and the proposed dimensions, materials, colours and finishings;
  - ii) proposed acoustical standards and specifications for flooring changes; and,
  - iii) any other documents or information that the council may reasonably require.
- c) A  $\frac{3}{4}$  vote of owners at a general meeting is required pursuant to section 71 of the Act as a condition of approval if the council determines that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.

## SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS

- d) The council may approve an Alteration, subject to the owner complying with one or more of the following conditions of approval:
- i) execute an Alteration & Indemnity Agreement satisfactory to council;
  - ii) provide council with valid permits required by the authority having jurisdiction;
  - iii) carry out the work using licensed qualified contractors and professionals;
  - iv) complete a hazardous materials survey and comply with remediation recommendations from a qualified professional;
  - v) ensure all contractors are registered with WorkSafeBC and that their premiums are up-to-date;
  - vi) perform the work in a good and workmanlike fashion and pursuant to applicable buildings codes, applicable standards, laws and conditions of approval;
  - vii) complete the work within a reasonable time frame;
  - viii) perform the work during the hours of 8:00 a.m. and 6:00 p.m.;
  - ix) obtain and maintain appropriate insurance for the Alteration;
  - x) rectify deficiencies in a timely fashion;
  - xi) indemnify the Strata Corporation, its council, authorized agents and employees and save them harmless against any costs, expenses, claims or liability, present or future, whether known or unknown, related to the Alteration, application process, work, environmental risks, defects, permits, resultant damage, liens or otherwise, including legal costs on a full indemnity basis;
  - xii) assume responsibility for costs related to the Alteration, including construction, insurance, repair, maintenance and replacement costs;
  - xiii) notify subsequent purchasers of the strata lot of the terms of the Alteration & Indemnity Agreement and require the purchaser to agree, in writing, to the terms of the Agreement, failing which the owner will remove the Alteration at his or her expense; and,
  - xiv) any other conditions required in the opinion of council.
- e) The council may grant written approval for an Alteration with or without conditions to provide reasonable accommodation to a person with a disability.



## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- f) If an existing Alteration requires replacement, the owner must obtain the prior written approval of council in accordance with this bylaw.
- g) If an Alteration has been installed or constructed in violation of these bylaws ("Unauthorized Alteration"), then the owner at his or her expenses shall correct, remove and/or restore the property as directed by council.
- h) Subject to a valid and subsisting bylaw filed in the land title office to the contrary, an owner of a strata lot that benefits from an Alteration to a strata lot, common property or limited common property shall repair, maintain, insure and address any other work or matters related to that Alteration at his or her expense, including Alterations made by a previous owner of that strata lot even if an Alteration Agreement does not exist.
- i) If an owner fails to conduct repair, maintenance, removal or other work within the time stipulated in a written notice from council to that effect, then the Strata Corporation may carry out the work and charge all related costs to that owner and the owner shall be responsible to reimburse the Strata Corporation for all such costs, including legal costs on a full indemnity basis.
- j) The notice from the Strata Corporation to perform work shall constitute a work order for the purposes of sections 83, 84 and 85 of the Act.
- k) An owner in contravention of this bylaw may be subject to any available remedy under law including one or more of the following:
  - i. a stop work order, rectification order, demand for costs or fines from the Strata Corporation;
  - ii. an order from a court or tribunal to:
    - stop work;
    - remove the Alteration and restore the property in the discretion of council, including cleanup and restoration costs;
    - pay costs, expenses and fines, including legal costs on a full indemnity basis; or,
    - other relief. (Rev 30 Sept 2017)

### **1.6 Permit Entry to Strata Lot**

- a) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - i. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - ii. at a reasonable time, on 48 hours written notice,

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- iii. to inspect, repair or maintain common property 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
  - iv. to ensure compliance with the Act and the bylaws.
- b) The notice referred to in subsection 1.7.a) must include the date and approximate time of entry, and the reason for entry.

### **DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION**

#### **2.1 Repair and Maintenance of Property by Strata Corporation**

The Strata Corporation must repair and maintain all of the following:

- a) common property that has not been designated as limited common property,
- b) limited common property, but the duty to repair and maintain is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- c) the following, no matter how often the repair or maintenance ordinarily occurs:
  - i. the structure of a building,
  - ii. the exterior of a building,
  - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
  - iv. doors and windows on the exterior of a building or that front on the common property,
  - v. fences, railings and similar structures that enclose patios, balconies and yards,
  - vi. the Strata Corporation will be responsible for sealing the strata lot driveways.  
(Rev 21 Aug 14)
- d) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to:
  - i. the structure of a building,
  - ii. the exterior of a building,
  - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
  - iv. doors and windows on the exterior of a building or that front on the common property, and

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- v. fences, railings and similar structures that enclose patios, balconies and yards.  
(Rev 21 Aug 14)

### **2.2 Contracting**

- a) When contracting for any projects to the common property, whereby the estimated cost of the project exceeds \$5,000.00, the Strata Council shall utilize one of the following contracting methods:
  - i. contract tendering, or
  - ii. request for Proposals (RFPs). (Rev 25 Oct 15)
- b) The Strata Corporation may use Contingency Reserve Fund (CRF) funds for work identified in the Depreciation Report.
- c) Before entering into any contract carrying greater than low financial risk or greater than low safety risk, the Strata Council shall first obtain from the contractor the following:
  - i. proof of WorkSafe BC certification (or provide through Strata Corporation coverage),
  - ii. proof of insurance coverage, and
  - iii. a statutory declaration confirming that all subcontractors have been paid in full.  
(Rev 25 Oct 15)

## **DIVISION 3 – COUNCIL**

### **3.1 Council Size**

The Council must have at least 3 and not more than 7 members.

### **3.2 Council Members' Terms**

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

### **3.3 Removing Council Member**

- a) 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.

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- b) 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.

### **3.4 Replacing Council Member**

- a) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement council member for the remainder of the term.
- b) A replacement council member may be appointed from any person eligible to sit on the Council.
- c) The Council may appoint a council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- d) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **3.5 Officers**

- a) At the first meeting of 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.
- b) A person may hold more than one office at a time, other than the offices of president and vice president.
- c) The vice president has the powers and duties of the president:
  - i. while the president is absent or unwilling or unable to act, or
  - ii. for the remainder of the president's term if the president ceases to hold office.
- d) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **3.6 Calling Council Meetings**

- a) 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.
- b) The notice does not have to be in writing.

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- c) A council meeting may be held on less than one week's notice if:
  - i. all council members consent in advance of the meeting, or
  - ii. 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 to contact them.
- d) The Council must inform owners about a council meeting via e-mail as soon as feasible after the meeting has been called.

### **3.7 Requisition of Council Hearing**

- a) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- b) If a hearing is requested under subsection 3.7.a), the Council must hold a meeting to hear the applicant within one month of the request.
- c) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

### **3.8 Quorum of Council**

A quorum of Council is a majority of council members in attendance at a meeting in person or by electronic means.

### **3.9 Council Meetings**

- a) 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.
- b) If a council meeting is held by electronic means, council members are deemed to be present in person.
- c) Owners may attend council meetings as observers.
- d) Despite subsection 3.9.c), no observers may attend those portions of council meetings that deal with any of the following:
  - i. bylaw contravention hearings under section 135 of the Act,
  - ii. rental restriction bylaw exemption hearings under section 144 of the Act,

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- iii. any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

### **3.10 Voting at Council Meetings**

- a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- c) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **3.11 Council to Inform Owners of Minutes**

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

### **3.12 Delegation of Council's Powers & Duties**

- a) Subject to subsections b) to d), 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.
- b) The Council may delegate its spending powers or duties, but only by a resolution that:
  - i. delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - ii. delegates the general authority to make expenditures in accordance with subsection 3.12.c).
- c) A delegation of a general authority to make expenditures must:
  - i. set out a maximum amount that may be spent, and
  - ii. indicate the purpose for which, or the conditions under which, the money may be spent.
- d) The Council may not delegate its powers to determine, based on the facts of a particular case:
  - i. whether a person has contravened a bylaw or rule,
  - ii. whether a person should be fined, and the amount of the fine, or

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

- iii. whether a person should be denied access to a recreational facility.

### **3.13 Spending Restrictions**

- a) 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.
- b) Despite subsection a), a council member may spend the Strata Corporation's money to repair or replace common property if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- c) Where so delegated under bylaw 3.13 a), the strata council is authorized a standing spending authority, limited to \$500.00 per non-budgeted/un-forecasted expenditure, with the caveat that all such expenditures executed will be reported to the owners at the ensuing annual or special general meeting. (Rev 10 Dec 13)

### **3.14 Limitation on Liability of Council Member**

- a) 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.
- b) Subsection a) does not affect a council member's liability, as an owner, for a judgement against the Strata Corporation.

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

### **4.1 Maximum Fine**

- a) The Strata Corporation may fine an owner or tenant a maximum of:
  - i. \$50.00 for each contravention of a bylaw, and
  - ii. \$10.00 for each contravention of a rule.

### **4.2 Continuing Contravention**

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.

### **4.3 Administrative Fees**

- a) The fee for a Certificate of Payment referred to in section 115 of the Act is \$15 and such certificate shall be delivered to the Strata Lot within seven (7) days of request. (Rev 25 Oct 15)

## SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS

- b) The fee for an Information Certificate, including required attachments, referred to in section 59 of the Act is \$35 plus the cost of photocopying, or other means of reproduction, at the rate of 25 cents per page. (Rev 25 Oct 15)
- c) The fee for a copy of a record or document provided under section 36 of the Act is 25 cents per page. No fee may be charged to an owner, a tenant or a person authorized by an owner or tenant for the inspection of a record or document under section 36 of the Act. (Rev 25 Oct 15)

### 4.4 Debts Owing to the Strata Corporation

- a) If the Strata Corporation is entitled to file a lien against a Strata Lot, the owner(s) of that Strata Lot is not entitled to vote at an annual or special general meeting (except for unanimous votes), or to be elected to Council or continue to stand on Council. (Rev 25 Oct 15)
- b) The following costs of registering a lien against an owner's strata lot, pursuant to SPA 116, or enforcing a lien under SPA 117, shall be added to the amount owing to the Strata Corporation under a Certificate of Lien:
  - i. reasonable legal costs,
  - ii. land title and court registry fees, and
  - iii. other associated disbursements. (Rev 25 Oct 15)
- c) If a mortgage company starts a proceeding for foreclosure on a VIS 7071 strata lot whose balance owing in payments is in arrears with the Strata Corporation, then that Corporation shall immediately upon knowledge of such, take action to advise the mortgage company that if liens owing are not paid immediately, proceedings will be started to enforce resolution of the priority lien against the Strata Lot. (Rev 25 Oct 15)

### 4.5 Secure Debts

- a) Interest, administrative costs, and enforcement costs related to a secured debt shall be added to the outstanding secured debt against a Strata Lot owner and is not a fine for the purposes of SPA Sect 116.

**Note:** Secured debts are debts that require the Strata Corporation to collect the fee and whereby the fee or debt owed may be included on a lien against a Strata Lot, including application to court for an order for sale of a Strata Lot. Such lien holds priority over mortgages and other debts except taxation, Family Maintenance, and some crime seizures. Secured debts include, but are not limited to the following:

- i. strata fees,
- ii. special Levies,



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- iii. interest permitted,
  - iv. administrative costs,
  - v. enforcement costs, liens, removal of liens, legal costs,
  - vi. special levies generated by an insurance deductible claim against the Strata Corporation,
  - vii. judgements against the Strata Corporation, and
  - viii. orders under SPA Sect 84-85. (Rev 25 Oct 15)
- b) Interest shall apply to all owners on late payment of secured debts commencing immediately following the due date for any balances outstanding, at an interest rate of 10%, compounded annually and calculated monthly:
- Example: \$5,000 special levy  
Due date 1 February 2015  
1 March 2015 interest is calculated and applied  
 $\$5,000 \times 10\% = 500/12 = \$41.66$  interest. (Rev 25 Oct 15)
- c) When an owner is late in payment of Strata fees or special levies, the Strata Corporation shall advise in writing, providing the owner at least two (2) weeks notice demanding payment. The first notice shall caution that failure to make payment within that two-week period will immediately result in interest being added to the balance outstanding, at a rate of 10%, compounded annually and calculated monthly. (Rev 25 Oct 15)
- d) When an owner remains outstanding in payment of Strata fees or special levies after twenty (14 + 4 + 2) days following the mailing of the first notice, the Strata Corporation shall notify the owner, pursuant to SPA 112 and 116, giving at least two (2) additional weeks notice demanding payment and indicating that failure to make such payment within that deadline shall result in:
- i. the Strata Lot being ineligible to vote at annual and special general meetings (except for unanimous votes), or to act as or continue to act as members of Council,
  - ii. that interest shall continue to be added to the balance outstanding, at a rate of 10%, compounded annually and calculated monthly, and
  - iii. that action will be taken to register a priority lien against the strata lot. (Rev 25 Oct 15)
- e) When an owner remains outstanding in payment of outstanding unsecured debt(s) after 20 days (14 + 4 + 2 days) following the mailing of the second notice, the Strata Corporation

## SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS

shall make application to register a lien against the Strata Lot by registering in the Land Title Office a Certificate of Priority Lien, using the prescribed form. (Rev 25 Oct 15)

### 4.6 Unsecured Debts

- a) Interest, administrative costs, and enforcement costs related to an unsecured debt shall be added to the outstanding unsecured debt against a Strata Lot owner.

**Note:** Unsecured debts are debts that require the Strata Corporation to collect the fee and whereby the fee or debt owed, following court judgement, may be registered as a lien against an owner's title without priority. Unsecured debts include, but are not limited to, the following:

- i. bylaw and rule fines,
  - ii. user fees,
  - iii. insurance deductibles,
  - iv. damages,
  - v. costs associated with alteration agreements,
  - vi. interest permitted,
  - vii. enforcement costs, including legal costs to obtain judgements, and
  - viii. cost of non-priority liens, and removal of such liens (following a judgement against Strata Lot owner). (Rev 25 Oct 15)
- b) Interest shall apply to all owners on late payment of unsecured debts commencing immediately following the due date for any balances outstanding, at an interest rate of 10%, compounded annually and calculated monthly:

Example: \$5,000 Insurance deductible

Due date 1 February 2015

1 March 2015 interest is calculated and applied

$\$5,000 \times 10\% = 500/12 = \$41.66$  interest. (Rev 25 Oct 15)

- c) When an owner is late in payment of unsecured debts, the Strata Corporation shall advise in writing, providing the owner at least two (2) weeks notice demanding payment. The first notice shall caution that failure to make payment within that two week period will immediately result in interest being added to the balance outstanding, at a rate of 10%, compounded annually and calculated monthly. (Rev 25 Oct 15)
- d) When an owner remains outstanding in payment of Strata fees or special levies after twenty (14 + 4 + 2) days following the mailing of the first notice, the Strata Corporation

## **SCHEDULE OF STRATA CORPORATION VIS 7071 BYLAWS**

shall notify the owner, pursuant to SPA 112 and 116, giving at least two additional weeks notice demanding payment and indicating that failure to make such payment within that deadline shall result in:

- i. the Strata Lot being ineligible to vote at annual and special general meetings (except for unanimous votes), or to act as or continue to act as members of Council,
  - ii. that interest shall continue to be added to the balance outstanding, at a rate of 10%, compounded annually and calculated monthly, and
  - iii. that action will be taken to obtain court judgement of the unsecured debt, followed by a certificate of non-priority lien against the strata lot. (Rev 25 Oct 15)
- e) When an owner remains outstanding in payment of outstanding unsecured debt(s) after 20 days (14 + 4 + 2 days) following the mailing of the second notice, the Strata Corporation shall make application for judgement against the Strata Lot owner, using the prescribed form. (Rev 25 Oct 15)
- f) When an owner remains outstanding in payment of outstanding unsecured debt(s) after 20 days (14 + 4 + 2 days) following a judgement against a Strata Lot, the Strata Corporation shall make application to register a lien against the Strata Lot by registering in the Land Title Office a Certificate of non-priority lien, using the prescribed form. (Rev 25 Oct 15)

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

#### **5.1 Person to Chair Meeting**

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

#### **5.2 Participation by Other Than Eligible Voters**

- a) Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- b) Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

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### 5.3 Voting

- a) At an annual or special general meeting, voting cards may be issued to eligible voters.
- b) At an annual or special general meeting a vote is decided on a show of hands, unless an eligible voter requests a precise count.
- c) If a precise count is requested, the chair must decide whether it will be by:
  - i. show of voting cards,
  - ii. by roll call,
  - iii. ballot, or
  - iv. some other method. (Rev 25 Oct 15)
- d) 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.
- e) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- f) Despite anything in this section, an election of Council or any other vote must be held by ballot if the ballot is requested by an eligible voter. (Rev 25 Oct 15)

### 5.4 Order of Business

The order of business at annual or special general meetings is as follows:

- Certify proxies and corporate representatives and issue voting cards,
- Determine that there is a quorum,
- Elect a person to chair the meeting, if necessary,
- Present to the meeting proof of notice of meeting or waiver of notice,
- Approve the agenda,
- Approve minutes from the last annual or special general meeting,
- Deal with unfinished business,
- Receive reports of Council activities and decisions since the previous annual or special general meeting, including reports of committees, if the meeting is an annual general meeting;
- Ratify any new rules made by the Strata Corporation under section 125 of the Act,
- Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting,

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- Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting,
- Deal with new business, including any matters about which notice has been given under section 45 of the Act,
- Elect a Council, if the meeting is an annual general meeting, and
- Terminate the meeting.

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

#### **6.1 Voluntary Dispute Resolution**

- a) 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:
  - i. all the parties to the dispute consent, and
  - ii. the dispute involves the Act, the regulations, the bylaws or the rules.
- b) A dispute resolution committee consists of:
  - i. one owner of the Strata Corporation nominated by each of the disputing parties and one owner chosen to chair the committee by the persons nominated by the disputing parties, or
  - ii. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **DIVISION 7 – ENHANCEMENT INITIATIVES FUND (EIF) ADMINISTRATION**

#### **7.1 Enhancement Initiatives Fund (EIF) Administration**

- a) The Strata Council may use funds from the Enhancement Initiatives Fund (EIF) account for improvements and upgrades of the common property of the Strata Corporation, or transfer these funds to support the contingency fund, if so needed to prevent undue owner assessments, provided:
  - i. the expenditure has been approved by a majority vote of the Strata Council at a meeting, and
  - ii. the approved expenditure has been set out in the minutes of a Strata Council meeting detailing the approved proposal, and

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- iii. At least 30 days have transpired between the date the minutes detailing the approved proposal have been sent to the owners, and no more than 20% of the owners have contacted the Strata Council expressing a negative opinion on the approved proposal. (Rev 25 Oct 15 and 21 Aug 14)

### DIVISION 8 – MISCELLANEOUS PROVISIONS

#### 8.1 Occupancy Restrictions

- a) At least one owner must be 55 years or older and registered on Title.
- b) No more than four persons may live in a strata lot on a permanent basis.
- c) In the event that a residential strata lot is rented, any tenant must be 55 years or older.
- d) An owner, tenant or occupant (“Resident”) shall not:
  - i. use or permit his or her residential strata lot to be used for any purpose other than as a private dwelling unit;
  - ii. operate a home-based business from a strata lot, excluding a business that does not generate traffic or client attendances at the strata lot;
  - iii. use or permit his or her strata lot to be used for commercial, retail or non-residential purposes; and,
  - iv. subject to the exclusions in subsection e), permit a person to occupy all or a portion of his or her residential strata lot for remuneration as vacation, travel or temporary accommodation and for greater certainty, the following occupancies are prohibited: Airbnb, hotel like occupancy, vacation rental, bed and breakfast, time share or any other similar type of occupancy arrangement.
- e) The following short-term occupancies are permitted: house-swap and house sitting with the prior written permission of council which may be granted on conditions including the provision of a Form K pursuant to section 146 of the Act and other conditions in its discretion. Short term is intended to mean not more than 6 weeks.
- f) “Vacation, travel or temporary accommodation” means the rental of all or a portion of a residential strata lot on a short-term basis pursuant to a licence arrangement. Short term is intended to mean not more than 6 weeks.
- g) An owner or tenant who rents in contravention of:
  - i. subsections a), b), c), e), f), i) or j) may be subject to a fine of up to \$200.00 in the discretion of council for every 7 days that the strata lot is used in violation of each of these bylaws; and,

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- ii. subsection d) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$1,000.00 per day that the strata lot is rented in contravention of this bylaw.

h) The following statutory exemptions for rental agreements do not apply to temporary occupancy governed by a licence arrangement: developer exemption pursuant to sections 139 and 143(2), one-year grace period pursuant to section 143(1) and hardship exemption pursuant to section 144 of the Act

i) Current first owners have the vested right to rent their unit until August 31, 2020 following which, renting of the strata lot is prohibited. (Rev 10 Dec 13)

j) Any strata lot resold must be sold exclusively as owner occupancy only. Re-sold strata lots are prohibited from being rented. (Rev 10 Dec 13)

### 8.2 Pets

- a) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on common property.
- b) An owner, tenant, or occupant must not keep any pets on a strata lot other than one or more of the following:
  - i. aquarium fish, with a limit in number of aquariums permissible within any single unit, such that the aggregate water volume from all such aquariums does not exceed 30 gallons, (Rev 10 Dec 13)
  - ii. up to 2 caged birds, or
  - iii. one dog or one cat.
- c) An owner must immediately clean up any refuse from their pet on common or limited common property. (Rev 10 Dec 13)
- d) No pet shall stand more than 18 inches at the shoulder; (height exception applies only to a provincially certified guide and service dog). (Rev 10 Dec 13 and 25 Oct 15)
- e) An owner, tenant or visitor must act in accordance with Bylaw 1.3 (Use of Property), especially as it pertains to other residents' quiet and safe use of their property. If a pet is determined to be a nuisance by the Strata Council, the owner or tenant shall correct the behavior or remove the animal within 30 days of written notice by the Strata Council to the owner or tenant provided that section 135 requirements of the Strata Act have been met. (Rev 29 Oct 16)

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- f) No vicious domestic animal shall be sheltered, harboured or boarded, temporarily or otherwise, within the Timbers Strata property. This restriction extends to vicious animals of owner's guests.
- i. For the purpose of this By-Law, "VICIOUS DOMESTIC ANIMAL" means:
- any domestic animal which has killed or seriously injured or is likely to kill or seriously injure a person. A domestic animal is also dangerous if it has killed or seriously injured another domestic animal in a public place or while on private property other than the aggressing domestic animal owner's property,
  - any domestic animal with a known propensity, tendency or disposition to attack without provocation other domestic animals or humans, or otherwise threaten the safety of persons or domestic animals, or
  - any domestic animal which, when provoked, attacks, chases, or approaches a person(s) upon the street, sidewalk or any public grounds in a menacing fashion or apparent attitude of attack, or
  - any domestic animal owned or harboured primarily or in part for the purpose of fighting or any domestic animal owned or trained for fighting.
- ii. Note: All domestic animals can bite. A domestic animal may show aggression when protecting its young, its owner, its owner's property, its food or its toys. A domestic animal may bite or growl if it is injured, frightened or threatened. This does not mean that all aggressive domestic animals are necessarily dangerous.
- iii. Note: Notwithstanding the above, a domestic animal shall not be deemed to be a vicious domestic animal if the bite, attack or threat of attack was sustained by a person who, at the time, was committing a wilful trespass or other tort upon the premises occupied by the owner of the domestic animal, or was teasing, tormenting, abusing, or assaulting the domestic animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the domestic animal, or was committing or attempting to commit a crime. (Rev 29 Oct. 16)

### 8.3 Parking

- a) Each residential owner must park their vehicle(s) in their garage or driveway.
- b) No vehicle shall park on common or limited common property unless it is licensed and insured.
- c) No major vehicle repairs shall be made on common or limited common property.



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- d) No RV, boat or any form of trailer shall be parked on limited common property (driveways) for more than 24 hours without the prior consent of the Strata Council. (Rev 10 Dec 13)
- e) Owners must store bicycles, canoes, kayaks in their garage.
- f) No vehicle shall park on any roadway in the Strata Corporation at any time.
- g) The speed limit on common property is 15 km/hr.
- h) Commercial vehicles shall not be parked on common property or limited common property, including strata lot driveways. This restriction does not apply to commercial vehicles hired to perform work on Strata Corporation property or a unit. (Rev 10 Dec 13)
- i) Vehicles that leak any form of fluid shall not be parked on common or limited common property, including driveways. (Rev 10 Dec 13)
- j) Nothing shall be parked on strata lot driveways that extends beyond the outer limits of the driveway into the strata lane, or such that anything attached to it extends beyond the outer limits of the driveway into the strata lane. (Rev 10 Dec 13)

### **8.4 Insurance and Insurance Deductibles**

- a) In the event that there is a claim on the Strata Corporation's insurance, and it is determined that an action or non-action of an owner, occupant or owner's visitor could have prevented the claim, it shall be the responsibility of the owner to reimburse the Strata Corporation and any other affected owner for their deductible on the claim(s).
- b) In the event that subsection a) is ignored, or is deemed illegal, the Strata Council and any other affected owner shall apply section 158(2) of the Strata Property Act.
- c) Owners are encouraged to secure insurance for their strata lot that includes a provision to cover the owner for any additional deductibles on any other owners or the Strata Corporation's insurance in the event of a claim as described in subsection (8.5.a). (Rev 30 Sept 2017)
- d) The Strata Corporation shall insure all heat pumps, heat pump systems, hot water systems and related fixtures wherever located in the Strata Plan pursuant to sections 149, 150 and 152 of the Act, including property insurance to full replacement value, major perils defined in strata Regulation 9.1(2) and liability insurance and the owners shall pay the related costs as part of the annual budget in an amount proportionate their unit entitlement. (Rev 30 Sept 2017)

### **8.5 Protection of the Building Envelope**

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- a) No owner, occupant or visitor shall make any form of hole in any exterior wall or roof at any time.
- b) No owner shall attach any article to an exterior wall or roof at any time.
- c) Satellite dishes are prohibited from being attached to any exterior wall or roof and prohibited from any common or limited common property. (Rev 10 Dec 13)
- d) Skylights are prohibited within The Timbers strata. (Rev 10 Dec 13)
- e) In the event that the Strata Council grants permission for an article to be attached to an exterior wall or roof, the work shall only be performed by a licensed building envelope contractor.

### **8.6 Miscellaneous Provisions**

- a) All window coverings facing the exterior of the complex must be white or beige in colour.
- b) No laundry shall be hung in windows of a strata lot or on common property or limited common property.
- c) Winter festive lights: (Rev 28 Sept 2019)
  - i. must be installed within the parameters of bylaw 8.5 (Rev 30 Sept 2017.) Lights may be mounted on the exterior of units but shall not be permanently attached using nails, staples, or other penetrating mechanisms. (Rev 28 Sept 2019)
  - ii. may be installed as early as November 15<sup>th</sup> and must be uninstalled by January 30 as weather permits. (Rev 28 Sept 2019)
  - iii. may be illuminated between the dates of December 1<sup>st</sup> and January 10 of each year. (Rev 25 Oct 15)
  - iv. will be installed by council and volunteers on the west and east entrances and the SE and SW corners of the property outside the fence using strata equipment. Only units powering these lights may use strata owned extension cords and timers for this purpose. (Rev 28 Sept 2019)
  - v. may be installed by owners on common property on or adjacent to their units with their own decorations, equipment and at their expense. (Rev 28 Sept 2019)
  - vi. Council will provide a \$10 per year stipend to owners who provide power to the west and east entrances and the SE and SW corners.
- d) Use of realty sale signs is limited to one half of standard size, placed only at the Strata Corporation's Crown Isle Drive entrance within the provided sign fixture, and shall be

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removed not later than two weeks following unconditional sale. Sale signs shall neither be hung nor attached to Strata Corporation fences. (Rev 25 Oct 15)

- e) Displaying the Canadian Flag. In compliance with the 2012 Flag Act of Canada, the Strata encourages owners to display the National Flag of Canada. Owners must obtain pre-approval for installation by submitting an alteration agreement in compliance with by-law 1.5.
  - i. Owners may install a white flagpole holder in the center of the garage door opening on the wooden upper garage door trim.
  - ii. The flag will be 3 feet wide by 6 feet long and the pole will be 5 feet in length. Owners may fly a Canadian flag from June 25th to July 5th.
  - iii. Owners must fly and maintain the flag in accordance with the Canadian Flag Protocol.
  - iv. Owners may also display other Canada Day decorations on their limited common property from June 25th to July 5th. (Rev 30 Sept 2017)
  
- f) Retractable vertical solar shades are permitted within Strata property under the following conditions:
  - i. Owners must obtain pre-approval for installation by submitting an alteration agreement in compliance with by-law 1.5.
  - ii. The single color of the vertical solar shade will match the exterior colors of the strata unit.
  - iii. Owners must maintain the vertical solar shade in good condition and replace or remove worn shades. (Rev 30 Sept 2017) (Rev 29 Sept. 2018)