

STRATA PLAN VIS6592
~ The Shannon ~
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SCHEDULE OF BYLAWS

1. Payment of strata fees

An owner must pay strata fees on or before the first day of the month to which the strata fees relate. In all cases where payment of strata fees is received late, fines will be levied in accordance with section 22, and shall be added to and shall be deemed to form part of the next month's assessment.

2. Repair and maintenance of property by owner

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

3. Use of property

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - c) unreasonably interferes with the right of other persons to use and enjoy the common property, common assets or another strata lot,
 - d) is illegal or injurious to the reputation of the building, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3) No carriages, shopping carts or similar conveniences shall be parked in the foyer or corridors or any other common area of the strata building nor abandoned on any part of the common property. Exceptions will be permitted where medical needs so dictate. Bicycles will not be parked at large in the parking area nor chained or otherwise attached to lamp standards or other property at large, but should be left in the parking space allocated to such owner or occupier being visited. Items of clothing, footwear, etc., will not be left or discarded in common areas.
- 4) Any kind of sport or similar activity, such as, but not limited to roller-blading, skateboarding or ball games within the common property is prohibited.
- 5) An owner, tenant, or occupant shall not use or permit the use of their strata lot for the purpose that:
 - a) May or will increase the amount of foot or motor vehicle traffic in the common property or the strata lot and / or in any way increase the liability risk of the Strata Corporation; or
 - b) Involves individuals using the strata lot as a place of temporary lodging.
 - c) A resident must not use a strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:
 - (i) Short-term rentals,
 - (ii) Hotel or hotel-like accommodations,

(iii) Boarding house, house letting or bed and breakfast

Despite Bylaw #3.5(c), a resident may contain a “home office” provided that there are no non-Resident employees working in the home office and client traffic is limited. In addition, the home office must be completely enclosed within the strata lot and must not discharge or emit any odors, vapors, heat, glare, vibrations or unreasonable noise.

- 6) Within 2 weeks of renting all or part of a residential strata lot, the landlord must provide the Strata Corporation with a copy of a completed Form K, signed by the tenant and landlord.

4. Inform Strata Corporation

Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner’s name, strata lot number and mailing address outside the strata plan, if any.

5. Obtain approval before altering a strata lot

- 1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - a) the structure of a building;
 - b) the exterior of a building;
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony, or yard;
 - f) common property located within the boundaries of a strata lot;
 - g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- 2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 3)
 - a) No other flooring but wall to wall carpeting with underlay is allowed in a strata lot, with the exception of in the bathroom and kitchen and for the first five feet of the front foyer, unless the owner has received the prior written approval of council to install other flooring
 - b) When considering an application for flooring the council may: (1) require the owner to provide evidence from an expert on flooring, including evidence from an acoustical engineer, that the quiet enjoyment of other residents is unlikely to be impacted by the use of the strata lot because of the change in the flooring; and (2) require the owner to take steps to reduce noise transmission, including but not limited to installing a specific type of underlay and/or covering the flooring with rugs or carpets in high traffic areas.
 - c) Council will make reasonable accommodation for a resident who has proven a physical disability that in the reasonable discretion of council requires an alternative type of flooring to be used pursuant to section 8 of the Human Rights Code, but subsection (b) of this bylaw still applies.

6. Obtain approval before altering common property

- 1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- 2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot

- 1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- 2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

8. Repair and maintenance of property by Strata Corporation

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

- a) common assets of the Strata Corporation;
- b) common property that has not been designated as limited common property;
- c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of the building
 - (B) the exterior of a building
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building
 - (D) windows, doors and skylights on the exterior of a building or that front on the common property;
 - (E) 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 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) windows, doors and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

9. Council size

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

10. Council members' terms

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

11. Removing council member

- 1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing council member

- 1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 2) A replacement council member may be appointed from any person eligible to sit on the council.
- 3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

- 1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president and a vice president.
- 2) 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.
- 3) 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.

14. Calling council meetings

- 1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 2) The notice must be in writing.
- 3) A council meeting may be held on less than one week's notice if
 - a) all council members consent in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

15. Requisition of council hearing

- 1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of council

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

17. Council meetings

- 1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- 3) Owners may attend council meetings as observers but only if council approval has been obtained prior to the meeting.
- 4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - a) bylaw contravention hearings under section 135 of the Act;
 - b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at council meetings

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

19. Delegation of council's powers and duties

- 1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 2) The council may delegate its spending powers or duties, but only by a resolution that
 - a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b) delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must
 - a) set a maximum amount that may be spent, and
 - b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - a) whether a person has contravened a bylaw or rule,
 - b) whether a person should be fined, and the amount of the fine, or
 - c) whether a person should be denied access to a recreational facility.

20. Spending restrictions

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

21. Limitation on liability of council member

- 1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

- 2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

22. Fines

In cases of infractions of the bylaws or rules of Strata Corporation 6592, council may levy fines in accordance with the following schedule:

First offence	written warning
Second offence	\$ 200.00
Third offence	\$ 300.00

All fines imposed shall be added to and form part of the next month's assessment payable in relation to the strata lot.

23. 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.

24. Person to chair meeting

- 1) Annual and special general meetings must be chaired by the president of the council.
- 2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting. This includes the property manager of the Strata Corporation.

25. Voting

- 1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- 2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by castings a second, deciding vote.
- 6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by a majority of eligible voters in attendance at the meeting.
- 7) A vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under section 116 (1).

26. Order of business

The order of business at annual and special general meeting is as follows:

- a) certify proxies and corporate representatives and issue voting cards;
- b) Determine that there is a quorum; if within ½ hour from the time appointed for the annual or special general meeting, a quorum, as described in Section 48 (2) (a) of the Strata Property Act, is not present, then the eligible voters present in person or by proxy shall constitute a quorum and the meeting shall proceed.
- c) elect a person to chair the meeting, if necessary;

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

27. Voluntary dispute resolution

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

28. Disturbance of others

- 1) There being no special facilities for children, owners and tenants are responsible to ensure that children do not cause annoyance to any of the other resident owners or tenants.
- 2) No resident shall feed seagulls or other birds from the windows or balconies of a strata lot or on the common property where this would cause annoyance to any other resident.

29. Damage to property

- 1) The cost of repairing damage to common facilities or common property, where such damage was occasioned by any act of an owner, his employees, agents, invitees or tenants, shall be charged to the owner and shall be added to and form part of the next month's assessment payable in relation to the strata lot.
- 2) In order to avoid damage to shrubs and plants, owners, tenants and guests should not walk through or across the landscaped beds.
- 3) No responsibility shall accrue to Strata Corporation 6592 for loss or damage to private property, and all property placed in the building or in any storeroom provided for the purpose shall be at the risk of the owners of the property.
- 4) In the event that loss or damage occurs to common property, limited common property, common assets, a strata lot, or any building on a strata lot that gives rise to a valid claim under the Strata Corporation's insurance policy, the owner shall reimburse the Strata Corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or

tenant or their guests, servants, agents, or invitees is responsible for the loss or damage that gave rise to the claim.

30. Hazards

- 1) Everything must be done to reduce fire hazards and nothing should be brought onto or stored on a strata lot or the common property, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by Strata Corporation 6592, or which will invalidate any insurance policy
- 2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to fall out of any window, door, balcony or other part of the strata lot or common property.
- 3) Smoking is not permitted in the foyer, corridors, elevator, storeroom, spa, hospitality room or other common area whatsoever.
- 4) An owner shall not permit the use or presence of a waterbed upon his strata lot unless the owner carries specific waterbed insurance payable to The Owners, Strata Plan 6592.
- 5) No barbecues other than those fueled by propane or electricity may be used only by the Strata Units located on the ground floor. Ground floor strata owners must operate their bbq's in a manner which in the opinion of the Strata Council does not interfere with another's enjoyment of their strata lot and must be located such that the bbq clears the upper level gutters. Strata lot owners are responsible for heat and/or smoke damage to the building envelope. Second and third floor strata units are not permitted to use a bbq of any kind.
- 6) Strata lot 6592 owns a private pump station to move waste to the municipal sewer system. Any kind of flushable personal or cleaning wipes, sanitary napkins, diapers must never be flushed down the toilet as it will clog/burnout the strata pump and cause a sewage backup in the strata unit. Individual Residents will be held responsible for the cost of repairs and cleanup associated with any incident.

31. Interior/Exterior appearances

- 1) No signs, billboards, placards, advertising or notices of any kind shall be displayed in or about any strata lot, or erected on common property without the approval of the Strata Council.
- 2) No goods, garbage, paper, sweepings or other refuse will be swept or thrown out of the windows, doors, and balconies of the strata lot or other common property, nor shall residents shake mops, dusters, tablecloths, rugs or similar articles from the windows or balconies of strata lots or on common property.
- 3) No resident or guest shall leave, throw or deposit litter of any type on any part of the common property. Ordinary household refuse and garbage is to be placed in properly secured plastic bags and deposited in the garbage dumpster. Any material to be disposed of other than ordinary household refuse and garbage is to be removed by or at the expense of the owner.
- 4) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, patios, or other parts of the Strata lot so that they are visible from the outside.
- 5) Draperies or window coverings that are visible from the exterior of any Strata lot shall be cream or white in colour.
- 6) Storage of items on the patios and balconies are limited to patio furniture, barbecues (ground floor only, must be pulled away from the siding), a reasonable number of potted plants and up to 2 bicycles.

32. Pets

- 1) An owner shall be permitted to have one cat or dog weighing no more than 30 pounds to be kept in the strata lot. An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet by providing to the Strata Council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the pet and the license number of the pet (when a pet is required to be licensed)
- 2) An owner or occupant of a strata lot shall not permit their pet to be on the common property, including limited common property, unless the pet is leashed and/or under the control of the owner of the pet or another responsible adult.
- 3) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the Strata Corporation:
 - a) Any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning; or
 - b) Replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner shall pay all costs of such replacement.
- 4) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guests or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were kept by the owner occupant in his or her strata lot.
- 5) The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean up or damage repair should their guests bring pets into the common property.
- 6) No vicious dogs are permitted in any Strata lot or on any portion of the common property. Including:
 - (i) Any dog that has killed or injured
 - (ii) Any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) Any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting or: a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

33. Rentals (REPEALED)

34. Parking

Resident parking is on the basis of one allocated stall per strata unit. Any resident desiring parking for a second vehicle should make direct arrangement for additional space with a unit owner who is vehicle-less and willing to enter into such arrangement. No resident shall use any of the visitor parking slots as a means of parking a second vehicle. Non-parking areas must be strictly observed.

Owners and tenants are requested to have their guests use the appropriate visitors' parking and not park in the through traffic lanes. Visitors may not park in a visitor's parking space for more than forty eight (48) hours in any week without the prior written permission of the Council. A visitor parking in a visitor's parking space for longer than forty eight (48) hours must at all times display an approved parking pass. Except for commercial purposes, e.g. moving, deliveries, etc., parking in the building frontage line will be restricted to a 15-minute loading zone.

35. Provisions severable

Should any portion of the bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purposes of interpretation and enforcement, each sub-paragraph of the bylaws shall be deemed to be a separate provision and severable and the balance of the provisions shall remain in full force and effect.

36. Smoking Prohibition

Smoking of any kind is banned on the common property including the elevator, the lawn, the parking lot, walkways and hallways, the limited common property including patios or balconies, and in all strata lots.

37. Hot Water Tanks

- 1) Owners must:
 - (a) ensure that their hot water tank is in proper operating condition at all times;
 - (b) replace the tank within 8 years from the date of its installation, or such longer period as warranted by the manufacture; and
 - (c) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of:
 - (i) the date of the installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years; or
 - (ii) the replacement of the hot water tank in accordance with subsection (37.1)(b).
- 2) If an owner fails or refuses to:
 - a) replace their hot water tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer contrary to subsection (37.1)(b); or
 - b) provide proof of the date of installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years contrary to subsection (37.1)(c) then the Strata Corporation may enter onto the strata lot on seven (7) days written notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.