

1. Contact

Proline Management Ltd.
20 Burnside Road West - Suite 201
Victoria BC V9A 1B3
250-475-6440

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1578

THE OWNERS, STRATA PLAN VIS1578

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Alan Ives Chim
GBW49K

Digitally signed by
Alan Ives Chim GBW49K
Date: 2022-05-27
13:55:20 -07:00

Supplied to StrataDocs 2022/06/06
Ordered by Ivan Delano 2022/06/07

Ordered By: Ivan Delano of eXp Realty on 2022/06/07
Document Uploaded and Verified: 2022/06/06

This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Strata Property Act

RECEIVED MAY 20 2022

FORM 1

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1578 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 General Meeting held on February 22, 2022.

Resolution:

BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1578 that the existing Pet Restrictions Bylaw, namely Bylaw 3(5)(2), be repealed and replaced as Bylaw 3(5)(2) as shown below

- (2) Pets must be carried or transported in a stroller or wagon at all times when on interior common property excluding parkades, lobbies and uncarpeted areas. Pets must be accompanied by a responsible person and must be leashed when on interior or exterior common property.

BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS STRATA PLAN VIS1578 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3.6 AND ADOPT THE FOLLOWING BYLAW:

- (1) Owners, occupants, tenants, and visitors must not smoke, or transport lit smoking material in a Strata Lot or on the common property.

BE IT RESOLVED AS A ¾ VOTE OF THE OWNERS STRATA PLAN VIS1578 that pursuant to section 128 of the Strata Property Act, the Strata Corporation repeal bylaws 19 and 20(5) governing the procedure of council meetings and passing council resolutions without meetings and by adopting the following bylaws:

- 19. Council meetings and decision making between meetings
 - (1) At the option of the Council, council meetings and council hearings may be held, or council decisions made by electronic means including conference telephone calls, so long as all council members and anyone attending a hearing can communicate with each other during the meeting.
 - (2) If a council meeting or council hearing is held by electronic means, or a council member or any participant attends by electronic means, then such members or participants are deemed to be present in person.
 - (3) Owners may attend council meetings as observers but may not speak or address the Council unless invited to do so by a majority vote of the council.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) outstanding strata fees, fines or special levy against a strata lot owner;
 - (d) council hearings conducted under sections 34.1 and 135 of the *Strata Property Act*;
 - (e) any legal action being considered against a strata lot owner or resident;
 - (f) any costs being levied against a strata lot owner for repair work; and
 - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) For the purpose of these Bylaws electronic means includes but is not limited to telephone, teleconferencing, Zoom, Skype, Go To Meeting, Microsoft Teams, web cast, or any other method which permits all persons participating in the meeting to communicate with each other.
- (6) Audio and/or visual recording is prohibited during council meetings, without prior approval of the majority of council members present at the meeting.
- (7) Audio and/or visual recording is prohibited during Council meetings dealing with matters outlined in bylaw 19(4) or Council hearings granted under bylaw 17. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.
- (8) Notwithstanding any other provision of these bylaws, a resolution of the Council may be passed without a meeting if written notice of the resolution is sent to all council members, and at least TWO-THIRDS (2/3) of the council members entitled to vote on the resolution consent to it in writing. A consent in writing under this section may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A resolution of the Council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

31.1 Electronic General Meetings

- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the Act), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").
- (2) In holding an electronic meeting, the Strata Corporation must make provision for owners to attend the meeting that does not require the use of a computer.

- (3) The Strata Corporation must specify the following in the notice of the electronic general meeting:
 - (a) the electronic means or variety of means by which it intends to hold the electronic meeting;
 - (b) how voters may attend the electronic meeting; and
 - (c) how votes may be cast at the electronic meeting.
- (4) Eligible voters may only attend an electronic meeting by proxy or in person, in the manner or manners specified in the notice of meeting.
- (5) If an eligible voter attends an electronic meeting, in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- (6) Eligible voters who wish to attend an electronic meeting by proxy should deliver their voting card (if any), and copies of their proxy to their proxy holder and Council at least 24 hours before the meeting's start.
- (7) Notwithstanding subsection (6) eligible voters must be allowed to register their proxies at the meeting.
- (8) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection, and a vote taken at an electronic meeting is not invalidated by virtue of the fact that a person in attendance at the electronic meeting has a poor, inconsistent or intermittent connection to the electronic meeting, or is unable to maintain the connection or to reconnect to the electronic meeting, except under the circumstances outlined in sub-section (18), below.
- (9) Eligible voters attending an electronic meeting in person acknowledge and accept that the risks associated with the manner of their attendance including but not limited to:
 - (a) a loss of privacy;
 - (b) loss of connection and/or other technological problems;
 - (c) an inability to participate in discussions due to technological or connection problems; and
 - (d) an inability to vote due to technological or connection problems.
- (10) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters are present in person or by proxy.
- (11) Attendees and voters at the electronic meeting must provide proof of their identity satisfactory to the Council, if requested to do so by the Council.
- (12) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.

- (13) Notwithstanding any other bylaw, and unless otherwise specified in the notice of meeting, the chairperson will determine whether a vote must be conducted by secret ballot at an electronic annual or special general meeting.
- (14) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of, or combination of the following voting methods:, as stipulated in the notice of the electronic meeting given pursuant to subsection (3):
 - (a) email to a designated email address during a designated voting window;
 - (b) show of voting cards if visual electronic communication is available;
 - (c) roll call;
 - (d) hand delivery of the ballots to a designated location; or
 - (e) any other electronic method that identifies votes of eligible voters.
- (15) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
- (16) The property manager, or the council will keep a register and tally of eligible voters attending in person and by proxy, and update it as the meeting progresses.
- (17) If an eligible voter loses their connection to the electronic meeting:
 - (a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and
 - (b) the meeting will continue in their absence unless their absence results in a loss of quorum.
- (18) If it comes to the attention of the chair at any time that one or more losses of connection by eligible voters present in person or by proxy at the electronic general meeting results in a loss of quorum, then the electronic meeting will stand adjourned for 30 minutes,
- (19) If, at the end of the 30 minute adjournment referred to in subsection (18), the chair determines that the number of eligible voters then connected and present at the electronic meeting in person or by proxy fails to constitute a quorum, then the electronic general meeting will stand adjourned for a week, and the Council will send out a new notice of meeting which meets the requirement of these bylaws.
- (20) Audio and/or visual recording of an electronic meeting, in part or in whole:
 - (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting; or
 - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote.

- (21) Any recording made in accordance with sub-section (20) must be deleted within 30 days of the meeting minutes being circulated to Owners, unless an Owner disputes the minutes as circulated within that 30-day period, in which case the recordings may be retained until the meeting minutes are satisfactory to all parties.
- (22) Any audio and/or visual recording of an electronic general meeting that is not made in accordance with sub-section (20) or is retained contrary to sub-section (21), shall be deemed to be invalid and inaccurate.
- (23) Subject to subsection (24), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
- (24) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS1578 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 41 AND ADOPT THE FOLLOWING BYLAW:

41. Damage, Insurance, and Risk Allocation

Insurance Requirements

- (1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*, in each fiscal year.
- (2) The Strata Corporation must obtain and maintain insurance:
 - (a) on the items listed under section 149(1) of the *Strata Property Act* against all major perils listed in section 9.1(2) of the *Strata Property Regulations*; and
 - (b) for liability for property damage and bodily injury pursuant to section 150(1) of the *Strata Property Act*; and
 - (c) on the items listed under section 149(1) of the *Strata Property Act* against the following perils, if such coverage is available, including:
 - (i) earthquakes;
 - (ii) sewer backups;
 - (iii) floods;
 - (d) against theft or misappropriation of funds; and,
 - (e) for director's and officer's liability in a minimum amount of \$2,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.
- (3) Owners, tenants, occupants or visitors must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets or those parts of a

strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

Deductibles Are a Common Cost

- (4) Subject to the regulations and this bylaw:
 - (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
 - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible

are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.

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

Strata Responsible for Emergency Response Work

- (6) The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property, limited common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the relevant insurance deductible.

Owner's / Tenant's Liability For Loss or Damage

- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
 - (a) that owner or tenant 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 or tenant; or,
 - (ii) any member of the owner's or tenant's:
 - (1) family; or,
 - (2) pet(s); or,
 - (iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,

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

Examples of When the Owner or Tenant is Liable For Loss or Damage

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

- (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
- (b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;
- (c) any damage to property that an owner or tenant is required to repair or maintain;
- (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,
- (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

Extent of Owner's / Tenant's Liability

- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

Owner / Tenant Liable Even If Claim is Not Made on Strata's Insurance Policy

- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
 - (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
 - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

When the Strata Must Make a Claim on its Insurance Policy

- (12) The Strata Corporation must make a claim on its insurance policy where:

- (a) the damage or loss is insured; and
- (b) the damage or loss exceeds the relevant insurance deductible by at least 25% of the insurance deductible

Strata Corporation Is Not Strictly Liable For Failure of Property it Must Repair

- (13) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:
 - (a) un-insured loss or damage, or
 - (b) loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible,

to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees, or agent.

Owners and Tenants Insurance

- (14) Owners and tenants acknowledge that they are solely responsible to obtain and maintain insurance for:
 - (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149 (1) (d) of the Act:
 - (i) against perils that are not insured by the strata corporation, and
 - (ii) for amounts that are in excess of amounts insured by the strata corporation;
 - (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149 (1) (d) of the Act;
 - (c) for improvements and alterations to fixtures referred to in section 149 (1) (d) of the Act;
 - (d) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
 - (e) losses from water escape and rupture.
- (15) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.

John President *Tim Cheesman*
Signature of Council Member

John Gilfoyle Treasurer
Signature of Second Council Member

Date: *19 May 2022*

1. Contact

Proline Management Ltd.
201 - 20 Burnside Road West
Victoria BC V9A 1B3
250.475.6440

Rockland (VIS1578)

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1578

THE OWNERS, STRATA PLAN VIS1578

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther
IWXEF7

Digitally signed by
Marnie Gunther IW XEF7
Date: 2021-03-25
15:32:32 -07:00

Supplied to StrataDocs 2022/06/06
Ordered by Ivan Delano 2022/06/07

Ordered By: Ivan Delano of eXp Realty on 2022/06/07
Document Uploaded and Verified: 2022/06/06

This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1578 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 General Meeting held on February 23, 2021.

Resolution:

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1578 THAT Bylaw 3.3 (1) "Rental Restriction" be amended without repealing it to provide as follows:

- (1) Pursuant to section 141(2) of the Strata Property Act, and other than rentals, lease and licenses of strata lots that are exempted pursuant to ss. 142 (family member exemptions), 143 (first owners exempt pursuant to the Form J rental disclosure statement) and 144 (hardship exemptions) of the Strata Property Act, no strata lot may be rented, leased or licensed.

Resolution:

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS OF STRATA PLAN VIS1578 THAT the existing Bylaws 3.4 (3) (r), 3.8 (5) and 5 (1) be amended as follows:

Change to 3.4 (3) (r) needed to explicitly state that balcony and patio surfaces must not be changed without approval and that the membrane must be protected from damage.

- (1) **Bylaw 3.4 (3) (r) "General Use Restrictions"** be amended without repealing it by replacing everything after the words "three feet of a balcony" with:
or patio railing line; nor
 - i. Put or install any carpet or absorptive covering on the patio or balcony floor; or
 - ii. install any tile or other hard surface flooring material on the patio or balcony floor without an approved application under Section 5 and any such installation must not damage the integrity of the membrane;

Change to 3.8 (5) needed to correct a spelling error and clarify the meaning.

- (2) **Bylaw 3.8 (5) "Prohibition Against Use of Strata Lot as Transient Accommodation and Home Exchange"** be amended without repealing it by replacing the words "**Strata Lis**" with the words: "**Strata Lot is**"

Change to 5 (1) needed to correct wording for consistency ("Alteration and Indemnity Agreements" is used elsewhere in this and other parts of Section 5).

- (3) **Bylaw 5 (1) "Obtain Approval Before Making an Alteration to a Strata Lot, Common Property, Limited Common Property, or Common Assets"** be amended without repealing it by replacing the words "**Indemnity & Alteration**" with the words: "**Alteration and Indemnity**".

A revised set of bylaws, incorporating these amendments, is attached.

Richard Ottewell President

Signature of Council Member

Richard Ottewell

Tim Cheesman

Signature of Second Council Member

Tim Cheesman

Vice President - Building

Date: March 19, 2021

Supplied to StrataDocs 2022/06/06
Ordered by Ivan Delano 2022/06/06



STRATA PLAN VIS 1578 THE ROCKLAND BYLAWS

Prepared by
Stevenson Luchies and Legh
Amended February 23, 2021

Contents

Division 1 – Duties of Owners, Tenants Occupants and Visitors	3
1. Payment of strata fees	3
2. Repair and maintenance of property by owner.....	3
3. Use of property	5
3.1 Occupancy Restrictions.....	5
3.2 Age Restrictions	6
Exemptions To Age and Occupancy Restrictions	6
3.3 Rental Restriction	6
3.4 General Use Restrictions	6
3.5 Pet Restrictions	9
3.6 Smoking Prohibitions.....	10
3.7 Marijuana Prohibitions.....	10
3.8 Prohibition against use of Strata Lot as transient accommodation and home exchange	11
4. Inform Strata Council	12
5. Obtain approval before making an alteration to a Strata Lot, common property, limited common property, or common assets	12
An owner must first obtain permission in accordance with subsections (4) to (7) below, and, as applicable, shall also be subject to the provisions of subsections (8) to (27) below.	14
Application Procedure.....	14
Conditions for Approval	14
Flooring Requirements	17
Air-Conditioners and Heat Pumps	18
Alterations Installed Without Permission	20
Alteration and Indemnity Agreement Binding on Subsequent Owners	21
6. Permit entry to Strata Lot	21
Division 2 – Powers and Duties of Strata Corporation	22
7. Fireplaces.....	22
8. Repair and Maintenance by the Strata Corporation.....	22
9. Damage caused by settling of building	23
Division 3 – Strata Council.....	23
10. Strata Council’s powers and duties.....	23
11. Strata Council size and membership	24
12. Strata Council members’ election and terms of office.....	25
13. Removing Strata Council member	25
14. Replacing Strata Council member	25
15. Officers	26
16. Calling Strata Council meetings	26
17. Requisition of Strata Council hearing.....	27
18. Quorum of Strata Council.....	27

19. Strata Council meetings 27

20. Voting at Strata Council meetings 28

21. Strata Council to inform owners of minutes 29

22. Delegation of Strata Council’s powers and duties 29

23. Spending restrictions 30

24. Limitation on liability of Strata Council member 30

Division 4 – Enforcement of Bylaws and Rules 31

25. Fines 31

(a) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including: . 31

(i) entering into and doing work on or to a Strata Lot, the common property or common assets, and
31

Division 5 – Annual and Special General Meetings 32

26. Timing of meetings 32

27. Person to chair meeting 33

28. Quorum of Strata Corporation 33

29. Participation by other than eligible voters 33

30. Voting 33

31. Order of business 34

Division 6 – Voluntary Dispute Resolution 35

32. Voluntary dispute resolution 35

Division 7 – Miscellaneous Matters 36

33. Parking, Bicycles, Keys and Storage 36

34. Move In / Move Out 39

35. Refundable Deposits 39

36. Unoccupied Suites and Outdoor Water Taps 39

37. Selling of Strata Lots 40

38. User fees 40

39. Interpretation and Severability 40

40. Security, access monitoring and video surveillance 43

41. Insurance and Risk Allocation 44

Division 1 – Duties of Owners, Tenants Occupants and Visitors

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) The Strata Corporation may charge interest at a rate of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid on all overdue strata fees or special levies. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the *Strata Property Act*.
- (3) Owners shall provide post-dated cheques or authorize electronic debit for payment of their monthly assessments to the Strata Property Manager annually.
- (4) Funds received from an owner which are not explicitly designated as a payment of strata fees by the owner or by the terms of a preauthorized debit agreement between the owner and the Strata Corporation, may be applied to existing amounts owed in the following order:
 - (a) firstly, against fines, not sufficient fund (N.S.F.) fees and the costs of remedying a contravention;
 - (b) secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other un-insured loss for which the owner is responsible;
 - (c) thirdly, against user fees;
 - (d) fourthly, against interest on arrears;
 - (e) fifthly against amounts owing on an unpaid special levy;
 - (f) sixthly, against amounts owing on unpaid strata fees; and
 - (g) lastly, against current strata fees.

2. Repair and maintenance of property by owner

- (1) Owners must repair and maintain their Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

- (2) Owners must report immediately to the Caretaker and the Property Management Company contracted by the Strata Corporation any malfunction or short-circuits involving the electrical system, water pipes or drains.
- (3) Owners:
- (a) are responsible for and must repair, maintain and replace any improvements, alterations and additions made to their Strata Lot or common property, which they have the benefit of, which were made by them or a previous owner of their Strata Lot;
 - (b) are responsible for any damage to a Strata Lot, or the common property that is caused by or arises out of or is in any way related to the failure to repair, maintain or replace any improvements, alterations and additions made to their Strata Lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their Strata Lot; and
 - (c) must remove and replace, or pay for, the extra cost of the removal and replacement of any Alterations that were constructed or installed after the adoption of this bylaw to allow the Strata Corporation to gain access to any underlying building component for the purpose of repairing or maintaining that component, that the Strata Corporation must repair and maintain under the *Strata Property Act* or these bylaws.
- (4) 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.
- (5) Due to the fact that hot water tanks have a limited life span and failure of a tank can cause significant damage to the Strata Lots and or common property, owners must:
- (a) ensure that their hot water tank is in proper operating condition at all times;
 - (b) replace the tank within 6 years from the date of its installation, or such shorter or longer period as warranted by the manufacturer;
 - (c) at the time of the first replacement of the tank after the effective date of these bylaws, ensure that a lever ball water shut-off valve is installed to replace any other water shut off-valve then in place, if applicable; and
 - (d) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of the date of the installation of their hot water tank, and lever ball water shut off valve (if applicable) and their hot water tank's warranty period if such warranty period is longer than 6 years.

- (6) If an owner fails or refuses to:
- (a) replace their hot water tank within 6 years from the date of its installation, or such longer period as warranted by the manufacturer;
 - (b) provide proof of the date of the installation of their hot water tank;
 - (c) provide proof of their hot water tank's warranty period (if applicable) contrary to subsection (5)(d) above; or
 - (d) install the lever ball water shut off valve (if applicable);
- then the Strata Corporation may enter onto the Strata Lot on seven (7) days written notice and replace the hot water tank, or install the lever ball water shut off valve, and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.
- (7) Owners must promptly carry out all work ordered by any public authority, which relates solely to their Strata Lot and is not for the general benefit of the Strata Corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the Strata Corporation may pursuant to section 85 of the *Strata Property Act*, enter into the Strata Lot and carry out the required work on seven (7) days written notice, and charge the owner the cost of such work.
- (8) Owners, occupants and tenants must not allow a Strata Lot to become unsanitary, or a source of odors or pests, and must not leave, pile, or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a Strata Lot or on a balcony. The Strata Corporation may, on seven (7) days written notice, enter a Strata Lot to remove any such material, and any expenses incurred by the Strata Corporation to enter a Strata Lot, as well as to remove such refuse, will be charged to the owner.

3. Use of property

- (1) For the purposes of these bylaws a person will be deemed to reside in a Strata Lot if such person spends more than an aggregate of 60 nights in any 12-month period in the Strata Lot.

3.1 Occupancy Restrictions

- (1) Owners, occupants, or tenants must not cause, allow or permit:
- (a) more than two people to reside in a one-bedroom strata lot; or
 - (b) more than four people to reside in a two-bedroom strata lot.

3.2 Age Restrictions

- (1) No owner or occupant of an owner-occupied strata lot shall permit any person under the age of 16 years to ordinarily reside in the strata lot.

Exemptions To Age and Occupancy Restrictions

- (2) The Strata Council may grant human rights-based exemptions to bylaws 3.1 and 3.2 to allow a caregiver to reside in a strata lot with an owner, occupant or tenant, where such owner, occupant or tenant provides the Strata Council with a written medical opinion from a doctor establishing that the owner, occupant, or tenant:
 - (a) suffers from a disease, disability, or pre-existing condition; and
 - (b) requires live-in care to assist them as a result of that disease, disability or pre-existing condition.

3.3 Rental Restriction

- (1) Pursuant to section 141(2) of the Strata Property Act, and other than rentals, lease and licenses of strata lots that are exempted pursuant to ss. 142 (family member exemptions), 143 (first owners exempt pursuant to the Form J rental disclosure statement) and 144 (hardship exemptions) of the Strata Property Act, no strata lot may be rented, leased or licensed.

3.4 General Use Restrictions

- (1) An owner, occupant or visitor must not use a Strata Lot, limited common property, common property or the common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise at any time or makes any sustained or repetitive noise that is audible in another Strata Lot between the hours of 10 p.m. and 8 a.m.;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, limited common property, common assets or another Strata Lot;
 - (d) is illegal or contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal; or
 - (e) is contrary to the purpose for which the Strata Lot or common property is intended as shown or implied on the Strata Plan, including conducting any business or any profession from their Strata Lot or the common property that results in clients, employees or customers attending their Strata Lot or coming on to the common property.

- (2) An owner, 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) An owner or occupant must not:
- (a) use a Strata Lot for any purpose which involves undue vehicle or pedestrian traffic in or about the Strata Lot or common property between the hours of 10:00 p.m. and 8:00 a.m.;
 - (b) use garburators, washing machines, dryers, or dishwashing machines between the hours of 10:00 p.m. and 8:00 a.m.;
 - (c) carry out carpentry or other similar activities inside or outside the building except between 8:00 a.m. and 5:00 p.m. Monday through Saturday inclusive;
 - (d) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any Strata Lot, limited common property, or common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - (e) obstruct or use the sidewalks, walkways, passages, elevators, stairways, and driveways of the common property for any purpose other than ingress to or egress from the Strata Lots, storage areas, or parking areas within the common property of the strata plan;
 - (f) use or store propane on any strata lot, or any limited common property, or any common property, except any owner or occupant who owns a propane-fueled barbecue as permitted by Bylaw 3.4(3)(g) may own and use one propane cylinder with a capacity of not greater than 20 lbs (9.1 kg) connected to such barbecue on the balcony or patio where such barbecue is located;
 - (g) use a charcoal or other solid, gel or liquid-fueled barbecue, hibachi, or other cooking device except one propane-fueled or electric powered barbecue, and the owner or occupant shall ensure such barbecue:
 - a. is located and used only on an unenclosed outdoor patio or balcony, which in each case means the patio or balcony space must not be enclosed by windows in any manner (such as the "balcony windows" which enclose the balconies of some strata lots);
 - b. has a primary cooking surface of no greater than 450 square inches (as represented by the manufacturer or distributor of such barbecue);

- c. is used only within the hours of 8:00 a.m. to 10:00 p.m. each day;
 - d. is only used for cooking or warming food; and
 - e. is located and used in accordance with the specifications of the manufacturer of the barbecue with regards to clearances and use.
- (h) leave on the common property or any limited common property, any item designated from time to time by the Strata Council as unacceptable;
 - (i) shake any mops or dusters of any kind, nor throw any refuse including cigarettes or matches out of the windows or doors or from the balconies of a Strata Lot or common property;
 - (j) do anything that increases the risk of fire or the rate of insurance on the building or any part thereof;
 - (k) permit a condition to exist within a Strata Lot which results in the waste or excessive consumption of the building's domestic water supply;
 - (l) feed pigeons, gulls or other birds (except hummingbirds), squirrels, rodents or other animals from a Strata Lot or anywhere on the common property or limited common property;
 - (m) install any window coverings, visible from the exterior of his or her Strata Lot, which are other than cream or white;
 - (n) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - (o) use or install in or about a Strata Lot any shades, awnings, window or balcony guards, enclosures, or screens, ventilators, supplementary heating or air conditioning devices unless they are not visible from the exterior of the building, except those installations approved in writing by the Council;
 - (p) erect on or fasten to the Strata Lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto that is visible from the outside of the building;

- (q) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata Lot, limited common property, or common property, with the following exceptions:
 - a. owners wishing to sell their suite may only place a sign of a size, shape, style and location as set out in the Rules of the Strata Corporation;
 - b. the owners of 1035 Belmont may display the availability of rental suites on a sign conforming to standards established by the strata corporation; and
 - c. election signs authorized pursuant to the federal and provincial Election Acts, which signs may only be displayed from a Strata Lot.
- (r) place any items on any patio or balcony except free-standing, self-contained planter boxes, outdoor furniture and accessories, nor install any hanging plants or baskets or other hanging items within three feet of a balcony or patio railing line; nor
 - i. Put or install any carpet or absorptive covering on the patio or balcony floor; or
 - ii. install any tile or other hard surface flooring material on the patio or balcony floor without an approved application under Section 5 and any such installation must not damage the integrity of the membrane;
- (s) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an occupant or visitor of the Strata Lot permitted by these bylaws. Access for realtors or contractors will be handled by the Caretaker who, upon the request of the owner, will: (i) assign numbered keys or access devices; (ii) require a means of contacting the individual and a signature indicating acceptance of all costs in the event of loss or theft; and (iii) maintain a log to ensure that all issued keys are returned and properly accounted for; or
- (t) have a waterbed in a Strata Lot.

3.5 Pet Restrictions

- (1) No animals, livestock, fowl or pets shall be kept in any strata lot or on common property other than one or two cats, or one medium sized dog (less than 15kg or 33 lbs) per strata lot.
- (2) Pets must be carried or transported in a stroller or wagon at all times when in interior common areas and accompanied by a responsible person when on interior or exterior common property. Dogs must be leashed when on interior and exterior common property.

- (3) Pet waste deposited on common property must be picked up immediately by the responsible person in charge of the pet. All pet waste must be bagged and disposed of in the garbage bin without using the garbage chute.
- (4) Owners are responsible for the behaviour of their pets and those of their visitors, and for any damage to the common property or injuries to any person caused by those animals.
- (5) Should the Strata Council receive complaints about a cat or dog (which must be in writing) it will investigate the complaints, and if after following the requirements of section 135 of the Strata Property Act, any cat or dog is found to:
 - (a) be aggressive to other people or pets,
 - (b) have caused damage to the common property, or
 - (c) have repeatedly caused a nuisance or unreasonable noise,
 then the Strata Council may: fine the owner, require the owner to repair any damage caused by the pet, and/or require said owner, occupant or tenant to remove such pet from the Strata Corporation on fourteen (14) days written notice.

3.6 Smoking Prohibitions

- (1) Owners, and occupants must not smoke or transport lit smoking material in any indoor common areas, or allow visitors to smoke or transport any lit smoking material in any indoor common areas.

3.7 Marijuana Prohibitions

- (1) "Smoking marijuana" or "smoke marijuana" means releasing into the air, gases, particles, or vapours as a result of combustion, electrical ignition or vaporization of marijuana / cannabis, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) Owners, occupants, tenants, and visitors may not:
 - (a) grow marijuana in a Strata Lot or on the common property;
 - (b) sell marijuana from a Strata Lot or the common property; or
 - (c) smoke marijuana in a Strata Lot or on the common property.
- (3) The prohibitions and restrictions in bylaw 3.7(2) apply to both recreational marijuana use and to those owners, tenants, or occupants who have a valid authorization to possess marijuana issued pursuant to the *Access to Cannabis for Medical Purposes Regulations* or the *Cannabis Act* or any similar legislation.

- (4) Despite bylaw 3.7(3), and any smoking restriction bylaws currently in place, an owner, tenant, or occupant may apply to the Council for a human rights-based exemption to this bylaw to permit them to smoke medical marijuana within their Strata Lot but not on their patios or balconies, or any other common or limited common area.
- (5) The Council may only grant a human rights-based exemption permitting the smoking of marijuana or marijuana-based products in a strata lot to a person if the applicant provides the Council with a written medical opinion from a qualified medical professional that:
 - (a) describes the applicant's pre-existing medical condition; and
 - (b) smoking marijuana is necessary for the treatment of that pre-existing medical condition; and
 - (c) the applicant cannot or should not ingest marijuana in a form other than smoking due to the nature of the Applicant's pre-existing medical condition.
- (6) Each owner, occupant or tenant permitted to smoke marijuana in their Strata Lot pursuant to these bylaws must make reasonable efforts at their own cost to seal their Strata Lot, purify the air within their Strata Lots through the use of air purifiers and or smoke eaters, to prevent secondhand marijuana smoke from infiltrating the interior common property, or other Strata Lots.
- (7) If the Council receives complaints and determines that a permitted marijuana smoker is causing a nuisance or a hazard to the health of other owners, occupants or tenants, then the Council may upon 60 days prior written notice revoke the smoker's right to smoke marijuana in their Strata Lot.

3.8 Prohibition against use of Strata Lot as transient accommodation and home exchange

- (1) For the purposes of this bylaw "transient accommodation" means:
 - (a) the use of all or a part of a Strata Lot for the temporary accommodation of visitors for periods of under one month, and without limitation includes vacation rentals, boarding, hostel use, and bed and breakfast accommodation; but
 - (b) does not include the accommodation of visitors without receipt of payment or other consideration.
- (2) Owners, occupants and tenants may not:
 - (a) rent, lease, or provide a license of occupancy to all or any part of their Strata Lot for use as transient accommodation; or

- (b) market, list, offer or advertise all or any part of their Strata Lot as being available for use as transient accommodation.
- (3) Owners, occupants and tenants must not:
 - (a) let or license their Strata Lot out to a person or persons other than family members through any kind of home exchange program whether or not there is an exchange of monetary compensation; or
 - (b) market, list, offer or advertise all or any part of their Strata Lot as being available for any kind of home exchange program.
- (4) Where an owner, occupant or tenant contravenes bylaws 3.8(2)(a) or 3.8(3)(a), the owner will subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation* for each night the Strata Lot is used as transient accommodation or for a home exchange program, respectively.
- (5) Where an owner, occupant or tenant contravenes bylaws 3.8(2)(b) or 3.8(3)(b), the owner will subject to a fine of up to \$200.00 or such higher amount as then permitted under the *Strata Property Regulation* for each time the Strata Lot is advertised or marketed as being available for use as transient accommodation or for a home exchange program, respectively.

4. Inform Strata Council

- (1) Within two weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, Strata Lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons who are living in the Strata Lot. The owner must promptly provide written notification to the Strata Corporation of any changes to this information.
- (2) On request by the Council or a Council member, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which Strata Lot they are residing in or visiting.
- (3) Owners shall provide the Strata Corporation with information pertaining to the identity of visitor(s) who are going to be present in a Strata Lot for more than one week. Such information will be given to the Strata Council in a form prescribed by the Strata Corporation.

5. Obtain approval before making an alteration to a Strata Lot, common property, limited common property, or common assets

- (1) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner

is not a signatory to an Alteration & Indemnity Agreement. The Strata Corporation will ensure that a copy of all Alteration & Indemnity Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration & Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

- (2) This bylaw does not apply to Alterations that were constructed or installed before the adoption of this bylaw. The approval of Alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the Alteration was approved. The repair and maintenance of Alterations that existed prior to the adoption of this bylaw, whether or not they were approved by Council at the time, is governed by bylaws 2(3) and 8(2). The adoption of this bylaw does not grandfather pre-existing unapproved Alterations.
- (3) Before installing, changing, upgrading, modifying, removing, or replacing any of the following:
 - (a) heating and/or air-conditioning or heat pump equipment, in a Strata Lot;
 - (b) the structure of a building;
 - (c) the exterior of a building;
 - (d) chimneys, balconies or other things attached to the exterior of a building;
 - (e) paint on balconies and patios;
 - (f) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (g) mechanical, electrical or plumbing systems either within the walls or otherwise or which require a permit to replace, excluding end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
 - (h) fences, railings or similar structures that enclose a patio or balcony or yard;
 - (i) all or a portion of flooring in a Strata Lot;
 - (j) interior or exterior walls of a Strata Lot; and
 - (k) common property.

(any one or more of the above listed activities being herein referred to as an "Alteration")

An owner must first obtain permission in accordance with subsections (4) to (7) below, and, as applicable, shall also be subject to the provisions of subsections (8) to (27) below.

Application Procedure

- (4) Owners must apply in writing for permission to carry out an Alteration, at least four weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
 - (a) details of the proposed Alteration;
 - (b) a plan, diagram or blueprint showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) name of proposed contractor(s) who will perform the work;
 - (d) expected timelines for the Alterations including commencement and completion dates; and
 - (e) any other documents or information which the Council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an Alteration, the Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
 - (a) request further information;
 - (b) approve the Application or Amended Application; or
 - (c) reject the Application or Amended Application.
- (6) The Council must not unreasonably refuse to permit an owner to make an Alteration to his or her Strata Lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other Strata Lots and the building as a whole it being acknowledged that an Alteration which includes the installation of windows that open in the kitchens of the "01" and "06" Strata Lots may be permitted, subject to Council approval as otherwise provided in this bylaw.

Conditions for Approval

- (7) As a condition of approving an Alteration the Council may require an owner to do one or more of the following:
 - (a) assume responsibility for any expenses related to the Alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;

- (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
- (d) produce a copy of a valid building permit to the Council prior to the commencement of the work, if required by the Municipality;
- (e) employ qualified and licensed contractors or subcontractors to perform the work, it being specifically acknowledged that the Council shall be entitled to deny, or revoke approval of, the use by an owner of certain contractors or subcontractors who in the view of Council have not satisfactorily fulfilled their obligations to the Strata Corporation either in the past or in the performance of the work for which approval has been obtained;
- (f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the Strata Corporation, to prepare specifications, provide inspection and certification service for the work;
- (g) build, install or otherwise create a point of access to allow the Strata Corporation to gain access at any time to any building component for the purpose of repairing or maintaining that component, that the Strata Corporation must repair and maintain under the *Strata Property Act* or these bylaws;
- (h) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his/her own client;
- (i) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
- (j) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his/her own client;
- (k) assume all responsibility for the repair, maintenance or replacement of the Alteration;
- (l) obtain and maintain liability insurance of not less than two million dollars and name Strata Plan VIS 1578 as a co-insured party in the event of any claims which may arise against the Strata Corporation from any person, related to possible damage incurred during the Alterations;
- (m) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Council;

- (n) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday and not on weekends or public holidays;
- (o) execute an Alteration and Indemnity Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the Strata Corporation;
- (p) agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- (q) notify the Caretaker at least 24 hours in advance of whenever construction material is to be brought into the building or debris removed from the Strata Lot;
- (r) cause their contractors and tradespersons to park their vehicles in the lower outdoor parking lot;
- (s) maintain security at the entrances to the building and prohibit their contractors and tradespersons from leaving doors propped open and unattended;
- (t) cleanup of any mess made by the contractor on the common property in a timely manner and in any event on no less than a daily basis;
- (u) not disturb, alter, affect, or modify and plumbing and electrical wiring which pass through a Strata Lot on their way to an adjacent Strata Lot shall not be disturbed;
- (v) remove and clean up any debris left outside the Strata Lot and on the common property areas cleaned by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the contractor's efforts be deemed inadequate by council;
- (w) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the *Strata Property Act*;
- (x) provide written notice of the shutoff date and time period for shutting off a plumbing stack must be given to the affected owners at least 2 days in advance of the shutoff;
- (y) install replacement toilets that conform with the Capital Regional District requirement to use Low Flow models;

- (z) provide protection to common area floors, walls and ceilings as required for protecting these surfaces from dirt, dust and physical damage;
- (aa) ensure, at the end of each working day, that the common areas have been cleaned and vacuumed as needed;
- (bb) cover the cost of repairing any damage incurred or of further cleaning necessitated as a result of the Alteration;
- (cc) provide their own recycling and waste disposal bin, installed in a location designated by Council, and remove them as soon as practicable and in any event immediately following completion of the Alteration; and
- (dd) any other conditions reasonably required in the opinion of the Council given the nature of the proposed Alteration.

Flooring Requirements

- (8) For the purposes of these bylaws “hard-surface flooring” is defined as any type of flooring or floor covering that is not carpet.
- (9) Owners replacing carpet must install carpeting with a minimum eight-pound, seven-sixteenth-inch thick foam under-padding, or an equivalent, that when combined with the sub flooring and ceiling below will provide not less than 60 AIIC (Apparent Impact Insulation Class) and 60 STC (Sound Transmission Class).
- (10) Owners of a Strata Lot that is located above another Strata Lot must only install carpeting in the living-room, dining-room, dens, bedrooms and hallways.
- (11) Owners may only install hard-surface flooring with underlay that when combined with the sub flooring and ceiling below will provide not less than 50 AIIC and 50 STC.
- (12) Owners of a Strata Lot that is located above another Strata Lot may only install hard-surface flooring in the foyer, bathrooms, laundry room, utility room and the kitchen.
- (13) An owner of a Strata Lot that is located above another Strata Lot who wishes to change, install, remove or replace any flooring in a Strata Lot must:
 - (a) apply to the council in writing
 - (b) provide the Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;
 - (c) provide the Council with proof of purchase of the flooring and underlay;

- (d) only install:
 - (i) carpet with underlay as specified in subsection (9) above; or
 - (ii) hard-surface flooring and underlay as specified in subsection (10) above; and
 - (e) allow the Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (14) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a Strata Lot that as part of an Alteration has installed flooring, the Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the Strata Lot for the purpose of carrying out sound testing to determine the AIIIC and STC ratings of the flooring:
- (a) in the event that the AIIIC or STC rating of the flooring is:
 - (i) lower than the standards set out in subsections (9) or (11) above, as applicable, the Council may charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed; or
 - (ii) equal to or higher than the standards set out in subsections (9) or (11) above, as applicable, the Council will equally share the cost of testing the flooring with the owner of the Strata Lot who has submitted the noise complaints and take no further steps against the owner of the Strata Lot with the altered flooring.
 - (iii) lower than the standards set out in subsections (9) or (11) above, as applicable, the Strata Corporation may require the owner of the Strata Lot with the flooring to:
 - (1) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs over hard-surface flooring in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
 - (2) cover hard-surface flooring with carpeting; or
 - (3) remove the flooring and replace it with flooring that conforms with these bylaws.

Air-Conditioners and Heat Pumps

- (15) "Air-Conditioners" includes but is not limited to air conditioners, heat recovery systems, heat pumps; or exterior fans.

- (16) Owners or occupants may not install an Air-Conditioner on their balcony, patio or in an exterior window or on an exterior wall of the building without first obtaining the express written consent of the Strata Council.
- (17) Owners or occupants, who wish to install Air-Conditioners must apply in writing to the Strata Council and provide the following information with their application:
- (a) the make and model of the proposed Air-Conditioner;
 - (b) the specified decibel levels of the proposed Air-Conditioner while in normal operation;
 - (c) the sound baffling / vibration suppression techniques, equipment or materials that are proposed to be used; and
 - (d) the name of the installer and proof that the installer has Workers Compensation Board coverage and liability insurance.
- (18) The Council must not unreasonably refuse to allow an owner, occupant, to install or use an Air-Conditioner but may attach one or more of the following conditions on the owner or occupant on the grant of approval:
- (a) assume responsibility for any expenses related to the installation, repair, maintenance, removal, or replacement of the Air-Conditioner (together referred to herein as “the Work”);
 - (b) ensure that the Work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (c) produce a copy of a valid building permit to the Council prior to the commencement of the Work, if required by the City;
 - (d) ensure that vibration suppressing mats are installed beneath the Air-Conditioner;
 - (e) employ qualified and licensed contractors or subcontractors to perform the Work which maintain liability insurance of not less than two million dollars and name Strata Plan VIS 1578 as a co-insured party in the event of any claims which may arise against the Strata Corporation from any person, related to possible damage incurred during the Alterations;
 - (f) that the Air-Conditioner is not visible from the exterior of the building;
 - (g) execute an Alteration and Indemnity Agreement to cover the Work and Air-Conditioner, in a form satisfactory to the Strata Corporation; and
 - (h) ensure that the Air-Conditioner does not produce sustained noise louder than 55 decibels at 3 feet from the Air-Conditioner when operating (operating noise excludes the noise caused during a defrost cycle or system start up).

- (19) In the event the Strata Corporation receives noise complaints from the owners of another Strata Lot(s), the Council may require the Owner of the strata lot with the Air-Conditioner to permit the Strata Corporation, its Council members, agents and contractors, entry to the strata lot and its patio or balcony for the purpose of carrying out sound testing to determine the amount of noise being produced by the Air-Conditioner.
- (20) In the event that the Air-Conditioner produces significant vibration, or noise louder than 55 decibels when operating, the Council may require the owner of the Strata Lot with the Air-Conditioner to:
- (a) take all reasonable steps to reduce noise and vibration transmission including but not limited to:
 - (i) installing alternative or additional vibration suppressing mats beneath the Air-Conditioner;
 - (ii) installing noise baffling around the Air-Conditioner; and
 - (iii) requiring the owner, occupant or tenant to keep the fan speed at low to medium speeds.
- (21) In the event that the remedies set out in subsection (20) do not reduce the vibration to an acceptable level, or fail to reduce the operating noise produced by the Air-Conditioner to less than 55 decibels, the Council may require the owner, occupant or tenant to remove or replace the Air-Conditioner on 30 days written notice.

Alterations Installed Without Permission

- (22) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (23) The Council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the Strata Lot to its former condition. The Strata Corporation may also enter on to the Strata Lot on 7 days written notice and remove the Unauthorized Alteration and restore the Strata Lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (24) If the Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (25) The Council is authorized to take legal proceedings including an application to the *Civil Resolution Tribunal* pursuant to section 189.1 of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available

to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

Alteration and Indemnity Agreement Binding on Subsequent Owners

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

6. 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:
 - (i) 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 *Strata Property Act*.
 - (ii) to ensure compliance with the Act, and the bylaws.
 - (iii) to inspect fire alarms and to carry out a fire safety inspections.
- (2) For the purpose of bylaw 6(1)(a):
- (a) an emergency is limited to actual or perceived:
 - (i) medical trauma or illness;
 - (ii) fire or smoke;
 - (iii) water penetration, leakage or flood; and/or
 - (iv) structural damage.
 - (b) authorized personnel is limited to:
 - (i) members of the Council;
 - (ii) Strata Property Manager;
 - (iii) municipal or governmental emergency and/or rescue personnel or law enforcement; or

- (iv) persons contracted by the Strata Corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (3) The notice referred to in bylaw 6(1)(b) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.
- (4) In addition to the requirements of bylaw 6(5) in the event of an emergency entry where no one is in the Strata Lot, and entry is gained from either a key held by the strata corporation, or through a locksmith, the Strata Corporation must provide a written report to the Strata Lot owner, within 48 hours setting out the details of the entry and the contact information of all persons who entered the Strata Lot during the emergency entry.
- (5) In the event an owner fails or refuses to provide entry into a Strata Lot contrary to these bylaws then the Strata Corporation shall have the right to gain entry by locksmith or force.
- (6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

Division 2 – Powers and Duties of Strata Corporation

7. Fireplaces

- (1) The Strata Corporation must have fireplace chimneys inspected annually, and owners shall permit such inspection to occur. If the inspector determines that a chimney requires cleaning, the Strata Corporation will have the inspector complete the cleaning at the expense of the owner.

8. Repair and Maintenance by the Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;
 - (b) common property (excluding owner alterations), that has not been designated as limited common property;
 - (c) limited common property, (excluding owner alterations) 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:

- (1) the structure of a building,
 - (2) the exterior of a building,
 - (3) chimneys, balconies and other things attached to the exterior of a building,
 - (4) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property, and
 - (5) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a Strata Lot, 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, balconies and other things attached to the exterior of a building,
 - (iv) window casings, sills, frames of doors, doors, windows 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.
- (2) PROVIDED ALWAYS that the Strata Corporation is not obligated to maintain, repair or replace any improvements made by an owner or former owner, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the Strata Lot which has the benefit of such improvement.

9. Damage caused by settling of building

- (1) Where damage to an owner's Strata Lot occurs which in the opinion of the Council is clearly due to settling of the building, the Council may accept responsibility for repairing the damage. Council shall not accept responsibility for cracks, nail pops and bending of drywall corner beads. The Council may seek the advice of a qualified professional engineer to assist in determining the cause of the damage.

Division 3 – Strata Council

10. Strata Council's powers and duties

- (1) The Strata Council must exercise the powers and perform the duties of the Strata Corporation, including but not limited to the enforcement of bylaws and rules.
- (2) The Strata Council will provide the owners with a written update of the status of the capital plan of the Strata Corporation at the Annual General Meeting. The update will include expenditure and funding plans for the current year and the ensuing five-year period, and a forecast for the longer term (28 – 30 years) based on the current depreciation report obtained by the Strata Corporation. The update will reflect the current status of the contingency reserve fund and the current depreciation report, plus any amendments, deletions or additions proposed by the Council and approved by the owners at an annual or special general meeting.
- (3) For clarity, the funding plan for the ensuing five-year period is not binding on the owners or Council.

11. Strata Council size and membership

- (1) The Council shall consist of not less than FIVE (5) or more than SEVEN (7) members.
- (2) A spouse or family member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:
 - (a) The family member resides in the Strata Corporation;
 - (b) The registered owner(s) of the Strata Lot is not in arrears of strata fees or special levies;
 - (c) The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and
 - (d) The family member is at least 19 years of age.
- (3) Only one person is eligible to run for election as a Council member at any one time with respect to a particular Strata Lot.
- (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot pursuant to the provisions of the *Strata Property Act*.
- (5) If a council member is unable to continue to be on council pursuant to Bylaw 11(4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 14.

- (6) For the purpose of Bylaws 14 and 18 the size of the Council shall be set at the number of Council members elected at the annual general meeting.

12. Strata Council members' election and terms of office

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) Members of strata council are to be elected to a term of one year.
- (4) The election of each Council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.

13. Removing Strata 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 Strata Council members.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Council member for the remainder of the term.

14. Replacing Strata Council member

- (1) If a Strata 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 persons 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 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

15. Officers

- (1) At the first meeting of the 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.
- (2) A Council member may hold more than one office at a time, except that one person shall not be both President and Vice President.
- (3) The Vice President has the powers and duties of the President:
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) 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.
- (5) The Council must appoint a Privacy Officer from amongst its members or from any owner who is eligible to sit on Council. If the Privacy Officer is not an elected Council member such person may not vote on matters before the Council.
- (6) The Council may remove an officer from his or her position as officer by a majority vote of the Council.
- (7) If the Council removes an officer from his or her position, an election must be held immediately after to replace the Officer.

16. Calling Strata Council meetings

- (1) There shall be at least five meetings of the Strata Council per year.
- (2) 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.
- (3) A council meeting may be held on less than one week's notice if the notice is provided to all council members and:
 - (a) at least 2/3 of the council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and 2/3 of council members either:
 - (i) consent in advance of the meeting, or

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

17. Requisition of Strata Council hearing

- (1) By application in writing, stating the reason for the request, an owner may request a hearing at a Strata 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.

18. Quorum of Strata Council

- (1) A quorum of the council is:
 - (a) 3, if the council consists of 5 or 6 members; or
 - (b) 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.

19. Strata Council meetings

- (1) At the option of the Strata 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 may not speak or address the council unless invited to do so by the Council.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw or rule contravention or alleged contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;

- (c) Council hearings conducted under bylaw 17, or sections 34.1 and 135 of the *Strata Property Act*;
 - (d) outstanding strata fees, fines or special levy against a Strata Lot owner;
 - (e) any legal action being considered against a Strata Lot owner or resident;
 - (f) any costs being levied against a Strata Lot owner for repair work; and
 - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) For the purpose of these bylaws, electronic means includes but is not limited to telephone, teleconferencing, Skype, web cast, email or any other method which permits all persons participating in the meeting to communicate with each other;
 - (6) All written electronic communication, including but not limited to emails or text messages, issued during the course of a meeting by electronic means shall be deemed to be a part of the Council's meeting minutes and records.
 - (7) Audio and/or visual recording is prohibited during Council meetings, without prior approval of the majority of council members.
 - (8) Audio and/or visual recording is prohibited during Council meetings dealing with matters outlined in bylaw 19(4) or Council hearings granted under bylaw 17. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

20. Voting at Strata Council meetings

- (1) At Strata 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) When decisions are not reached by consensus, the results of all votes at a Council meeting must be recorded in the Council meeting minutes.
- (4) Council decisions concerning routine operating matters, but not involving "hearing decisions" (i.e. bylaw enforcement or hardship hearings), may be conducted by email. The results of such decisions will be recorded in the next Council minutes.
- (5) A decision of the Council may be made without a meeting if at least 2/3 of the Council members entitled to vote on the resolution consent to it in writing. A consent in writing under this section may be by signed document, fax, email or

any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the Council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a Council Meeting and to be as valid and effective as if it had been passed at a Council Meeting that satisfies all the requirements of the Act and these bylaws relating to Council Meetings.

21. Strata Council to inform owners of minutes

- (1) The Strata Council shall make minutes of meetings available to members of the Strata Corporation, after the minutes have been approved.
- (2) The Council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) Council's minutes regarding matters listed in bylaw 19(4) shall not reveal any personal information about an identifiable individual including the individual's Strata Lot number or unit number.

22. Delegation of Strata Council's powers and duties

- (1) Subject to subsections (2) to (4), the Strata 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 only delegate its spending powers or duties 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.

- (5) Only committees that have been appointed by the Council have the authority to exist.
- (6) Committees will be one of the following: standing, ad hoc, advisory, organizational and task.

23. 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) Pursuant to Section 98(2) of the *Strata Property Act*, the Council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the total annual amount of all such expenditures during the fiscal year is less than \$10,000 or five percent of the annual operating budget, whichever is less, and has been approved by a majority resolution of the Council
- (3) Notwithstanding bylaws 23(1) and 23(2) the Council may spend the Strata Corporation's money to repair or replace common property, common assets or those parts of a Strata Lot that the Strata Corporation must repair and maintain, if repair or replacement is required immediately to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (4) Any expenditure under bylaw 23(3) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (5) The Strata Corporation must inform owners as soon as feasible about any expenditure made under bylaw 23(2) or (3).

24. Limitation on liability of Strata Council member

- (1) A Council member, or a volunteer who has been delegated duties by the Council in writing ("a Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Bylaw 24(1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the council member had been duly appointed or had duly continued in office.

- (4) The Strata Corporation will obtain and maintain errors and omissions insurance for a minimum amount of \$2,000,000 for the council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council.
- (5) Each Council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Council or Volunteer.
- (6) Notwithstanding bylaw 24(1), there shall be no indemnity if a Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties.

Division 4 – Enforcement of Bylaws and Rules

25. Fines

- (1) After the Council has followed the procedural requirements of section 135 of the *Strata Property Act*, the Strata Corporation may fine an owner or occupant a maximum of:
 - (a) \$500 for contravention of the rental bylaw;
 - (b) \$200 for each contravention of a bylaw (save and except for a breach of a rental restriction bylaw, or a breach of a short term rental/transient accommodation bylaw);
 - (c) \$50 for each contravention of a rule;
 - (d) \$1,000 a night for contravention of the short term rental/transient accommodation bylaw;

or, in each of the cases stated above, such higher amount as then permitted under the *Strata Property Regulation*.

- (2) The Strata Corporation may impose a fine on an owner or occupant for a continuing contravention of a bylaw or rule every 7 days.
- (3) To enforce the bylaws, the Strata Corporation may also:
 - (a) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) entering into and doing work on or to a Strata Lot, the common property or common assets, and
 - (ii) removing objects from the common property or common assets.

- (b) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130;
 - (c) commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
 - (d) file a certificate of lien against an owner's land title in order to secure any arrears of strata fees, or special levies and interest owing thereon, owed by such owner to the Strata Corporation;
 - (e) commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings; and
 - (f) make a request under section 4 of the *Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw shall be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

Division 5 – Annual and Special General Meetings

26. Timing of meetings

- (1) The fiscal year of the Strata Corporation shall be January 1 to December 31.
- (2) An annual general meeting shall be held no later than 2 months after the fiscal year end.

27. Person to chair meeting

- (1) Annual and special general meetings shall be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting shall be chaired by the Vice President of the Council.
- (3) If neither the President nor the Vice President of the Council is willing or able to chair the meeting, a chair must be elected from the remaining Council members by the eligible voters present in person or by proxy.

28. Quorum of Strata Corporation

- (1) A quorum is the number of eligible voters holding one third of the corporation's votes, present in person or by proxy.
- (2) If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members. In any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed, and if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

29. Participation by other than eligible voters

- (1) Occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote may participate in the discussion at the meeting, if permitted to do so by the chair of the meeting.
- (3) Persons not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

30. 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 shall be decided by a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it shall be by:
 - (a) show of voting cards;

- (b) roll call, which means that each strata lot number will be called by the chairperson and the person holding the vote for that strata lot will be asked how the vote for that strata lot is to be cast;
 - (c) ordinary ballot, which means that owners will fill out their ballot at their chairs and a ballot box will be passed around for collection of those ballots;
 - (d) secret ballot, which means ballots will be filled out and deposited at a voting station; or
 - (e) some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
- (a) the 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; or
 - (b) if neither the president nor the vice president of the council casts a second deciding vote, the chair elected in accordance with bylaw 27(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) Despite anything in this section, an election of Council or any other vote must be held by:
- (a) secret ballot, if the secret ballot is requested by a majority of eligible voters; or
 - (b) an ordinary ballot, if the ordinary ballot is requested by a single eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot, except on matters requiring an 80% or unanimous vote.

31. Order of business

- (1) Unless amended by a majority vote of the owners, the order of business at annual or special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;

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

Division 6 – Voluntary Dispute Resolution

32. Voluntary dispute resolution

- (1) A dispute among owners, 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 member of the Strata Corporation nominated by each of the disputing parties and one member 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 resolve the dispute.

Division 7 – Miscellaneous Matters

33. Parking, Bicycles, Keys and Storage

- (1) Bicycles are not permitted in lobbies, elevators, hallways or any other indoor common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker, or such other area as may be prescribed by the Council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage.
- (2) If an owner loses a key to the common property entrance doors, that owner will be liable for the cost to the Strata Corporation (net of any insurance recoveries) to re-key such doors. Any owner or occupant who leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (3) The Strata Council:
 - (a) shall assign one inside parking space to each Strata Lot at no charge with the exception of Strata Lots 37 to 40;
 - (b) shall assign two inside parking spaces to each of Strata Lots 37 to 40; and
 - (c) may reassign parking spaces on 30 days written notice to Strata Lot owners.
- (4) Garage door openers (fobs) shall be sold to owners by the strata at cost. Owners shall be responsible for the maintenance and battery replacement of their garage door openers.
- (5) The Strata Council may, if available, rent additional parking spaces to Strata Lot owners for a fee to be determined from time to time by the Council.
- (6) The Strata Council shall not rent a parking space to anyone other than a Strata Lot owner or occupant.
- (7) When a Strata Lot is sold, the parking space(s) assigned to or rented by the owner shall revert to the Council for reassignment.
- (8) An owner or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles, bicycles, or mobility aids, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Council, provided that any approval for the parking of an unlicensed vehicle, trailer or motorcycle will

always be subject to the owner providing evidence of fire and theft insurance for such vehicle, trailer or motorcycle.

- (9) An owner or occupant shall not:
- (a) use any parking space in the building or on the common property, except the parking space which has been specifically assigned to his or her Strata Lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the Strata Lot of that other owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property;
 - (c) rent or lease the parking space assigned by the Strata Corporation to his or her Strata Lot; nor may they permit a parking space to be regularly used by anyone that is not a resident of the building without the express written consent of the Strata Council;
 - (d) park any vehicle in a manner which shall reduce the width of the garage roadway or ramp or any roadway on the common property, compromise the safety or security of the residents of the Strata Corporation or impede their ability to access or egress the Strata Corporation, their parking stalls, or vehicles;
 - (e) use any part of the common property (other than designated storage rooms or lockers) for storage, without the written consent of the Council;
 - (f) park, store or leave an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the Strata Corporation; or
 - (g) park, store or leave a motorhome, recreational vehicle, trailer, camper, boat or a similar type of vehicle without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions.
- (10) An owner or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property.
- (11) Fluids that are not promptly cleaned by the owner or occupant will be cleaned by Council at the owner's expense.

- (12) Cardboard or other absorbing material shall not be placed under a vehicle, other than as a temporary measure while arrangements are being made for a proper clean up.
- (13) Vehicles with persistent leaks shall not be parked on common property.
- (14) Owners shall request their overnight visitors to park their vehicles inside in the upper parking level in a space marked "visitor". Owners may obtain the loan of a garage door opener for their visitors from the resident caretaker.
- (15) The Strata Corporation shall assign one locker to each Strata Lot owner at no charge. When a Strata Lot is sold, the locker reverts to the Strata Corporation for reassignment.
- (16) The Strata Corporation shall not rent or assign a locker to anyone other than a Strata Lot owner.
- (17) An owner or occupant shall not rent out the locker assigned to his or her Strata Lot or otherwise permit that locker to be used by anyone that is not an occupant of his or her Strata Lot.
- (18) An owner, occupant, tenant or visitor must upon notice from the Strata Corporation, remove a vehicle from common property for building maintenance.
- (19) The Council shall provide written notice of any violation of bylaw 33 to the vehicle owner by email and by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (20) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (21) In addition to the rights conferred by bylaws 33(19) and 33(20) the Council has the right to immediately tow any vehicle which is parked in violation of any of bylaws:
- (a) 33(9)(a);
 - (b) 33(9)(d); and
 - (c) 33(18).
- (22) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against

all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his/her own client, and any other reasonable costs.

34. Move In / Move Out

- (1) Owners or occupants shall notify the Caretaker in writing at least *five* full working days in advance of the date and time they propose to move in or out of their Strata Lot or *one* full working day to move furniture or other heavy objects in or out of the building, so that the Caretaker may place the elevator in manual mode with protective blankets in place, deactivate the lobby alarm and avoid possible conflict with other moves and when moving the owner, occupant or tenant must ensure that security is maintained and that the front door is not left open and unattended .
- (2) Moving into or out of a Strata Lot or moving furniture or any other heavy object in or out of the building may normally only take place when the Caretaker is on duty. No moves shall take place on Sundays or Statutory Holidays. Exceptions may be approved by the Strata Council.
- (3) An owner or occupant whose property is being moved shall be responsible for any damage done to the common property.

35. Refundable Deposits

- (1) A \$500 refundable damage deposit shall be paid prior to:
 - (a) The undertaking of any move (both in and out) of the building;
 - (b) Commencement of any alterations to a Strata Lot for which trade access to and from the building is required.
- (2) Such deposit shall be paid to the Strata Corporation or its Agent. Upon instruction from the Strata Corporation, the damage deposit may be applied to defray the costs of any damage occasioned by the move or alteration to a Strata Lot.
- (3) Notwithstanding the foregoing, liability of the owner is not limited should the damage prove more extensive.

36. Unoccupied Suites and Outdoor Water Taps

- (1) Whenever a suite is unoccupied for more than 48 hours, an owner must: inform the Caretaker, turn off the water to the suite at the wall valve, turn off the electricity to the hot water tank, and ensure that nothing is touching electric heaters, e.g. curtains, furniture etc.

- (2) Owners of Strata Lots on the 1st floor shall ensure that outdoor water taps are turned off and drained from November 1 to March 31 to prevent freezing of those taps and resulting leaks.

37. Selling of Strata Lots

- (1) An owner of a Strata Lot, when selling his or her Strata Lot, shall not permit "For Sale" signs to be placed on or about the common property, except for one sign at the bottom of the drive as prescribed in bylaw 3.4(3)(q)(i).
- (2) An owner of a Strata Lot, when selling the lot, may hold or permit to be held, a public open house provided that the visitors are accompanied at all times when in the building by the owner or by an agent acting on behalf of the owner.
- (3) An owner when selling a Strata Lot shall not permit a lock box containing keys to the building to be placed anywhere on common property.

38. User fees

- (1) The Strata Council may impose a user fee on an owner or occupant for the use of the visitor suite, and may make rules outlining the amount of the user fee, and the permitted uses of the suite.

39. Interpretation and Severability

- (1) For the purpose of interpretation of these bylaws and any amendments, additions or alterations to them:
 - (a) **"the Act"** or **"Strata Property Act"** means the *Strata Property Act*, SBC, 1998, c.43, as amended;
 - (b) **"bylaw"** means a bylaw of the Strata Corporation;
 - (c) **"caretaker"** means a person employed by the Strata Corporation to provide such services as may be determined by the Strata Corporation from time to time which may include caretaking, cleaning, maintenance, repair, security, management or administration services;
 - (d) **"common property"** means:
 - (i) that part of the land and buildings shown on a strata plan that is not part of a Strata Lot, and
 - (ii) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
 - (1) within a floor, wall or ceiling that forms a boundary,

- (a) between a Strata Lot and another Strata Lot,
- (b) between a Strata Lot and the common property, or
- (c) between a Strata Lot or common property and another parcel of land, or
- (2) wholly or partially within a Strata Lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or the common property;
- (e) **“common expense”** means expenses relating to the common property and common assets of the Strata Corporation, or required to meet any other purpose or obligation of the Strata Corporation;
- (f) **“contingency reserve fund”** means a fund for common expenses that usually occur less often than once a year or that does not usually occur;
- (g) **“family member”** means:
 - (i) a spouse of the owner, "spouse of the owner" includes an individual who has lived with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;
 - (ii) a parent or child of the owner, or
 - (iii) a parent or child of the spouse of the owner.
- (h) **“limited common property”** means common property designated for the exclusive use of the owners of one or more Strata Lots;
- (i) **“majority vote”** means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (j) **“occupant”** means a person, other than an owner or tenant, who occupies a Strata Lot;
- (k) **“owner”** means a person, including an owner developer, who is:
 - (i) a person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot, whether entitled to it in the person's own right or in a representative capacity, or unless there is:
 - (ii) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale; or

- (iii) a registered life estate, in which case it means the tenant for life;
- (l) **“operating fund”** means a fund for common expenses that usually occur either once a year or more often than once a year;
- (m) **“Privacy Officer”** means a person designated by the Strata Corporation to be accountable on the Strata Corporation’s behalf for its compliance with the *Personal Information Protection Act, SBC, 2003, c.63*, as amended;
- (n) **“regulations”** means the Strata Property Regulations of British Columbia;
- (o) **“residential Strata Lot”** means a Strata Lot designed or intended to be used primarily as a residence;
- (p) **“rule”** means a rule of the Strata Corporation;
- (q) **“Strata Corporation”** means Strata Corporation VIS 1578;
- (r) **“Strata Council”** or **“Council”** means the strata council of the Strata Corporation;
- (s) **“Strata Lot”** means a lot shown on a strata plan and everything contained within it that is not part of the common property;
- (t) **“tenant”** means a person who rents all or part of a Strata Lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate, it being acknowledged that there is only one tenant in the Strata Corporation, being the Caretaker who resides in the Strata Lot owned by the Strata Corporation;
- (u) **“ $\frac{3}{4}$ vote”** means a vote in favour of a resolution by at least $\frac{3}{4}$ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- (v) **“unanimous vote”** means a vote in favour of a resolution by all the votes of all the eligible voters; and
- (w) **“visitor”** means any person other than an owner or occupant who enters onto common property or any Strata Lot at the express or implied invitation of an owner or occupant, and includes, but is not limited to, family, friends, delivery persons, contractors, advisors, repair and maintenance personnel.

- (2) For the purpose of interpreting these bylaws, each section and subsection shall be deemed to be separate. If any court having jurisdiction, or any arbitrator appointed pursuant to the *Strata Property Act* declares a section or subsection of a bylaw to be unenforceable, then the section or subsection in question shall be deemed to be severable, and the remaining sections of the bylaw shall not be deemed to be void or unenforceable.

40. Security, access monitoring and video surveillance

- (1) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.
- (2) The strata corporation is authorized to install and operate a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and common property, which other measures have failed to address.
- (3) The Strata Corporation shall be responsible to maintain the computerized records for the CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the CCTV systems.
- (4) The Privacy Officer shall be responsible to address all requests for access to the records of the CCTV system in accordance with the provisions of the *Personal Information and Privacy Act* (“PIPA”).
- (5) The CCTV camera system is a video surveillance system with cameras that operate 24 hours a day and 7 days a week.
- (6) There are currently eleven (11) CCTV cameras in operation, one in each of the following common areas of the Strata Corporation:
- (a) Camera #1 - front entrance;
 - (b) Camera #2 - upper parkade - bicycle racks;
 - (c) Camera #3 - upper parkade - main vehicle entrance door;
 - (d) Camera #4 - lower parkade - main vehicle entrance door;
 - (e) Camera #5 - upper parkade - west wall parking stalls;
 - (f) Camera #6 - upper parkade - north wall parking stalls, main vehicle entrance and recycle bins;
 - (g) Camera #7 - front building entrance – exterior;
 - (h) Camera #8 - lower parkade - entry door into the building;

- (i) Camera #9 - lower parkade - pointing towards the lower visitor parking;
 - (j) Camera #10 - upper parkade entrance - pointing to the upper visitor lot;
 - (k) Camera #11 - roof - pointing to all three doors.
- (7) The owners authorize the strata corporation to install additional CCTV cameras as the Council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the strata corporation and its residents.
 - (8) The Strata Corporation must install signs at every entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the Strata Corporation property or to capture images peripherally or directly through the windows of the Strata Corporation or adjacent buildings.
 - (9) Recordings from the CCTV cameras shall be temporarily stored on a DVR hard drive, in a secure location within the strata corporation.
 - (10) The recordings from the CCTV cameras will be stored for no longer than three (3) month(s).
 - (11) The video records shall only be accessed in the event of a breach of safety or security. The video records must not be accessed for bylaw enforcement.
 - (12) Two council members must be present at all times during the viewing of the recording.

41. Insurance and Risk Allocation

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) Earthquake insurance; and,
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a

common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).

- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- (5) An owner shall reimburse the Strata Corporation for maintenance, repair or replacement costs plus any losses or damages to an 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; or,
 - (ii) any member of the owner's family; or,
 - (1) the owner's pet(s); or,
 - (2) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
- but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.

- (6) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner's Strata Lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's Strata Lot including, but not limited to the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilet, sink, bathtub and/or shower;
 - (vi) air conditioner;

- (vii) fish tank;
 - (viii) plumbing pipes, fixtures and hoses located wholly within the Strata Lot, and which service only that Strata Lot; or,
 - (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 a prior owner of that Strata Lot; and
 - (c) any damage to property that an owner is required to repair or maintain.
- (7) 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/her own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
 - (8) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
 - (9) No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents.