



# Strata Property Act Filing

VICTORIA LAND TITLE OFFICE

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## 1. Contact

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Document Fees: \$30.53

## 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

EPS4481

THE OWNERS, EPS 4481

### 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.

Glenda Lianne  
Macdonald K9AYJL

Digitally signed by  
Glenda Lianne Macdonald  
K9AYJL  
Date: 2022-09-22  
12:00:22 -07:00

**Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)**

The Owners, Strata Plan EPS 4481 "The Arbours" certify that the following amendments to the bylaws of the strata corporation is approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on September 20<sup>th</sup>, 2022.

The following bylaw amendments are included with all other registered bylaws of the Strata Corporation:

35. Parking

(13) Any owner, tenant or occupant vehicle parked in violation of any of the bylaws as set within bylaw 35 may be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

END.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Council Member

**Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)**

The Owners, Strata Plan EPS 4481 "The Arbours" certify that the following amendments to the bylaws of the strata corporation is approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on September 20, 2022.

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN EPS 4481 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 30 AND ADOPT THE FOLLOWING BYLAW:**

**30. 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 commercially available and economically feasible, 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 \$1,000,000.00 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 deductibleare 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:

- (a) 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; and
- (b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and
- (c) must, when repairing or making good damage caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but
- (d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot.

***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.

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

- (12) 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***

- (13) Owners 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.

***Owners and tenants must be diligent***

(14) Owners and tenants must report any water ingress, mold, 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.

(15) An owner or tenant who fails to report an issue or incident contrary to subsection (14) will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident.

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**RESOLUTION #2 – Repair and Maintenance Bylaw Updates**  
**WHEREAS:**

- (1) The Council has received advice that the Strata Corporation's existing repair and maintenance bylaws are problematic and missing important clauses.
- (2) The current bylaws do not explicitly make owners responsible for alterations to their strata lots or adjoining common property made by them or previous owners of their strata lots.
- (3) In addition to the above, the existing repair and maintenance bylaws do not:
  - (a) deal with hoarding; or
  - (b) have provisions allowing for chargebacks where a strata has to comply with a governmental work order against an individual strata lot.
- (4) Finally bylaw 2(5) seems to imply that owners are responsible for the repair and maintenance of the common fire safety and security systems, which they shouldn't be.
- (5) The council believes it to be in the best interest of the Strata Corporation to replace the Strata Corporation's repair and maintenance bylaws with more detailed and updated ones.

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN EPS 4481 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 2 AND ADOPT THE FOLLOWING BYLAWS:**

**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) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner must ensure, when cleaning their limited common property, that water does not overflow to other strata lots, the limited common property, or common property.
- (4) Owners:
  - (a) are responsible for and must repair, maintain and replace any alterations, additions, and improvements made to their strata lot, limited common property, 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, limited common property, or common property that is caused by or arises out of alterations, additions, and improvements made to their strata lot, limited common property, or 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, storage, and replacement of any alterations, additions, and improvements made to their strata lot, limited common property, or common property made by them or a previous owner of their strata lot, that they have the benefit of, to allow the Strata Corporation to gain access to repair or maintain an underlying building component, that the Strata Corporation must repair and maintain.
- (5) Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors, pests, or a hazard, and must not leave, pile, or store an unreasonable amount of personal belongings, garbage, recycling, or compost within a strata lot or on a balcony or patio.
- (6) If an owner, occupant or tenant is found to have breached any of subsections (1) to (5) then the Strata Corporation may, on SEVEN (7) days written notice:
  - (a) enter the strata lot and carry out any work necessary to remedy the contravention;

- (b) may charge the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but
- (c) may not lien for the cost of the remedial work.
- (7) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole.
- (8) If an owner, after receiving the notice or order from a public authority, fails to carry out work required ordered by a public authority contrary to subsection (7) by the date specified in the order, then 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 to the owner, and charge the owner the cost of such work.
- (9) If the owner fails or refuses to pay for the cost of the remedial work pursuant to subsection (8), then the Strata Corporation may place a lien against the owner's title to secure their claim for such cost.
- (10) An owner of a strata lot must permit only licensed and qualified plumbers, electricians and other trades approved by the Council to carry out within a strata lot electrical, plumbing and any work that in any way relates to the building utilities infrastructure.

#### **8. Repair and Maintenance of Property By Strata Corporation**

- (3) Notwithstanding subsections (1) and (2) the strata corporation is not obligated to maintain, repair or replace any alterations, additions or improvements made by an owner, or previous owner to a strata lot, limited common property, or common property that is 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 alterations, additions or improvements.
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**RESOLUTION #3 – Enforcement Bylaw Update**  
**WHEREAS:**

- A. The Strata Corporation's existing enforcement bylaws, are skeletal and do not:
  - a. require owners to submit complaints in writing;
  - b. set out the procedure that must be followed by the Strata Council in enforcing the bylaws; or
  - c. mention the fact that the Strata Corporation can carry out work to remedy a contravention of the bylaws.
- B. In addition to the above, the Strata Corporation's existing bylaws:
  - a. do not permit the Strata Corporation to commence and pay for:
    - i. CRT applications to deal with a dispute with an owner, occupant or tenant other than matters which fall within the CRT's small claims jurisdiction; or
    - ii. forced sale actions to collect strata fees or special levies.
  - b. Contain peculiar and inconsistent legal fee indemnification bylaws.
- C. The Strata Council has received legal advice that its enforcement and chargeback bylaws need to be updated and fleshed out.

**BE IT RESOLVED BY ¾ VOTES OF THE OWNERS STRATA PLAN EPS 4481 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAWS 22 and 31, AND ADOPT THE FOLLOWING BYLAWS:**

**22.1 Enforcement Procedure**

- (1) Complaints regarding the breach of bylaws may only be submitted to the council, or property manager in writing. The council will not entertain, investigate or act upon verbal complaints.
- (2) The council must respond to written complaints within 4 weeks of the receipt of the same.
- (3) Pursuant to section 135 of the *Strata Property Act*, the council must abide by the following procedure when dealing with alleged contraventions of bylaws and rules:
  - (a) if the alleged offender or complainant is a council member, that member must excuse himself or herself from the complaint process;
  - (b) the council must then give the alleged offender written notice of the complaint;
  - (c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;
  - (d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;
  - (e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;
  - (f) if the council decides that a bylaw or rule has been breached, it must give written notice of its decision to:
    - (i) the offender or alleged offender; and
    - (ii) the owner, if the offender or alleged offender is a tenant.

**22.2 Enforcement Options**

- (1) The council may, after complying with DIVISION 2 Bylaw 1:
  - (a) fine the responsible owner or tenant:

- (i) up to TWO HUNDRED DOLLARS (\$200), or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the council or section executive, for each contravention of a bylaw except for a contravention of a short term rental prohibition bylaw;
- (ii) up to FIFTY DOLLARS (\$50), or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the council or section executive, for each contravention of a rule;  
or
- (iii) up to ONE THOUSAND DOLLARS (\$1,000) a day, or such higher amount as permitted by the *Strata Property Regulation*, at the discretion of the council or section executive, for each contravention of a short term rental bylaw;
- (b) do what is reasonably necessary to remedy a contravention of, the Act, 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; or
- (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130; and
- (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, impose a fine every seven days.

#### **22.3 Liability for enforcement costs**

- (1) Should the strata corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's or section's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.
- (2) In these bylaws "legal action" includes any services provided to the strata corporation or a section by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and includes the cost of defending CRT claims brought by an owner in which the owner is not substantially successful.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation 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 *Strata Property Act* or these bylaws, or legal costs expended by the Strata Corporation defending against a legal action brought by an owner, occupant or tenant where such person is not substantially successful, shall become part of the assessment of the responsible owner or tenant 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 will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

#### **22.4. Landlord's and owner's responsibility for fines and costs incurred by tenant.**

- (1) If the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.
- (2) If the landlord or owner pays some or all of the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.

#### **31. Commencing Legal Actions**

- (1) The Strata Corporation may:

- (a) 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;
  - (b) 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
  - (c) 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.
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**RESOLUTION #4 – Heat Pumps, Air Conditioners and Supplemental Ventilation**  
**WHEREAS:**

- A. The Strata Corporation's existing bylaws, namely bylaws 5 and 6 requires Owners to obtain the Council's express written consent prior to modifying the exterior of the building and making changes to the limited common property balconies and patios, and those requirements would apply to the installation of supplemental heating and air-conditioners.
- B. In addition to the above, the installation of some air-conditioners, heat pumps and HVACs requires the penetration of the building envelope and could cause noise, vibration, and structural issues.
- C. The existing bylaws, while covering the requirement for the approval of the Strata Council for installation of supplemental heating and air-conditioners does not set out noise limits, location or installation requirements, or enforcement protocols, or remedies to be applied if an approved installation causes a nuisance.
- D. In addition, the installation of air-conditioners may or may not, depending on their positioning, and visibility, trigger a requirement that the Owners approve the installation by a  $\frac{3}{4}$  vote pursuant to section 71 of the Strata Property Act, and there is case law from the BC Supreme Court and Civil Resolution Tribunal in which those courts have determined that the installation of a heat pump on common property may require a  $\frac{3}{4}$  vote to authorize.
- E. The strata council believes it to be in the best interest of the Strata Corporation to adopt an up to date bylaw that explicitly:
  - a. regulates the installation and use of air-conditioners in the Strata Corporation; and
  - b. allows the Strata Council to approve the installation and location of the air-conditioners, heat pumps and HVACs.

**BE IT RESOLVED AS A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN EPS 4481 THAT THE STRATA CORPORATION AMEND ITS BYLAWS BY ADOPTING THE FOLLOWING BYLAW TO GOVERN THE INSTALLATION OF HEAT PUMPS:**

**6.1 Heat Pumps, Air-conditioners, and Ventilation Systems**

(1) This bylaw applies in addition to the requirements of bylaws 5 and 6.

(2) Definitions:

- (a) "HVAC System" includes but is not limited to air conditioners, heat recovery systems, heat pumps, fans or any other device that heats, cools, or provides supplemental ventilation to a strata lot.
- (b) "Interior HVAC System" means an HVAC System that is wholly located inside the building envelope, which vents outside through an existing window or door and which does not require the penetration of the building envelope.
- (c) "Exterior HVAC System" means an HVAC System that is located at least partially on the exterior of the building, or whose installation or use involves any penetration of the building envelope.
- (d) "Attic Mounted HVAC System" means an HVAC System that is located at least partially inside the attic of the building, but excludes installations where only pipes, wires or ducts are run through the attic;
- (e) "Window Mounted HVAC System" means an HVAC System that is mounted in a door or window with part of the HVAC System protruding outside of the window or door.

(3) Owners, occupants, and tenants must not install or use a Window Mounted HVAC System or Attic Mounted HVAC System.

(4) Owners, occupants, and tenants do not need the Council's permission to install or use an Interior HVAC System.



- (5) Exterior HVAC Systems may only be installed on a strata lot's limited common property patio or balcony or in another a location approved by the Council in writing.
- (6) Owners, occupants, and tenants who wish to install or use an Exterior HVAC System must apply in writing to the strata corporation and provide the following information with their application:
- (a) the make and model of the proposed Exterior HVAC System; specifications of the Exterior HVAC System including height/width/depth and amperage of the system.
  - (b) The proposed location of the Exterior HVAC System;
  - (c) the specified maximum decibel levels of the proposed Exterior HVAC System while in operation and during start up.
  - (d) the sound baffling / vibration suppression techniques, equipment or materials that are proposed to be used.
  - (e) the name of the installer and proof that the installer has WorkSafe BC coverage and liability insurance.
  - (f) an installation plan for the proposed Exterior HVAC System that includes installation details including but not limited to the location of any penetrations of the building envelope, installation of venting, pipes, ducts, drains or electrical work associated with the installation of the Exterior HVAC System, visual and acoustic screening, and compliance to Strata Corporation aesthetics.
  - (g) a letter, if requested by the Council, from a competent professional stating that the Exterior HVAC System and installation will comply with the building code and will not exceed the maximum decibel ratings specified in subsection (10).
- (7) The Strata Council must not unreasonably refuse to allow Owners, occupants, and tenants to install or use an Exterior HVAC System but may attach one or more of the following conditions on the grant of approval:
- (a) Owners, occupants, and tenants must:
- (i) not install piping or venting in common walls, floors, or ceilings, between strata lots;
  - (ii) ensure that external wiring, connections, venting, tubing, screening, etc. are made of UV-resistant material and covered with a trim material compatible with that of the exterior of the building and painted to blend with or complement the color of the buildings;
  - (iii) refrigerant lines on the outside of buildings must be minimal in length, covered and painted the same color as the building;
  - (iv) ensure that holes through exterior walls must not compromise the building envelope and must not permit water to enter the envelope and must also be rodent proofed using wire mesh and caulking or rodent proof caulking;
  - (v) ensure that external wiring, connections, venting, tubing, screening, etc. are bird proofed by covering with a trim material;
  - (vi) wrap condensation drains and insulate them to reduce condensation build up and locate the same as close to floor level as possible or practical;
  - (vii) an Exterior HVAC system that requires a condensate line, must run said line into an evaporative drain pan located on the balcony or patio which the owner will be responsible to monitor and manually remove any excess water in the drain pan before it overflows;
  - (viii) owners should equip the condensation pan with a smart water leakage sensor capable of notifying the owner when the water level in the pan was high and needs to be drained;
  - (ix) assume responsibility for any costs, expenses, damage, or loss related to the installation, repair, maintenance, removal, or replacement of the Exterior HVAC System;
  - (x) carry out annual maintenance of the Exterior HVAC System;

- (xi) ensure that the installation and the annual maintenance is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
  - (xii) produce a copy of a valid building permit to the Council prior to the commencement of the installation, if required by the municipality;
  - (xiii) submit a proposal for engineering services related to the installation;
  - (xiv) employ qualified contractors or subcontractors to perform the installation;
  - (xv) execute a written alteration agreement in accordance with bylaws 5 and 6 in a form satisfactory to the Strata Corporation;
  - (xvi) obtain homeowner insurance for the Exterior HVAC System including but not limited to damage to Common Property and liability, such as fire, water, deck membrane damage and patio paver damage. Such insurance to match or exceed the Strata Corporation's deductible
  - (xvii) re-insulate the Common Property above the ceiling if any portion of an Exterior HVAC System is installed in a ceiling; and
  - (xviii) ensure the building envelope is resealed and weatherproof at the point of piping penetration, and that any such penetration is regularly checked.
- (8) HVACS must not be powered by natural gas.
- (9) Owners, occupants, and tenants must provide a revised application to the Council should any aspect of the Exterior HVAC System installation be amended in any way from the original application.
- (10) Exterior HVAC Systems must not produce sustained noise when in normal operation of louder than:
- (a) 55 decibels when operating and measured when measured three feet from the compressor; or
  - (b) 35 decibels when operating and measured inside the bedroom of another strata lot with that strata lot's windows open;
- (11) The installation of an Exterior HVAC System in accordance with the requirements of this Bylaw will not be considered a significant change in the use or appearance of the Common Property and will not trigger the requirement for a  $\frac{3}{4}$  vote of the owners to authorize the same pursuant to section 71 of the Strata Property Act.
- (12) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) near a Strata Lot that has installed an Exterior HVAC System, the Council may require the Owners of the Strata Lot with the Exterior HVAC System and the complainant to permit the Strata Corporation, its Council members, agents and contractors, entry to their strata lot and limited common property for the purpose of carrying out sound testing to determine the amount of noise being produced by the Exterior HVAC System.
- (13) In the event that the Exterior HVAC System produces unreasonable vibration, or sustained noise louder than the levels set out in this bylaw the Council may require the owner of the strata lot with the Exterior HVAC System to pay for the cost of the sound testing and take all reasonable steps to reduce noise and vibration transmission including but not limited to:
- (a) installing additional noise baffling around the Exterior HVAC System; and
  - (b) requiring the owner, occupant or tenant to keep the fan speed at low to medium speeds; and / or
  - (c) prohibiting the owner, occupant or tenant from using the HVAC System at night; and / or
  - (d) restricting the hours that the Exterior HVAC System can be used.
- (14) In the event that the remedies set out in subsection (13) do not eliminate the complaints or reduce the vibration to acceptable levels or fails to reduce the operating noise to the levels set out in this bylaw the Council may require the owner, occupant, or tenant to remove or replace the Exterior HVAC System on 60 days written notice.

- (15) If a licensed technician provides a written report to an owner, occupant, or tenant with an Exterior HVAC System that it is no longer functional or has deviated substantially from its original operating specifications, then such owners, occupants, and tenants must replace the Exterior HVAC System within 60 days of the provision of such notice.
  - (16) If an owner, occupant, or tenant fails or refuses to remove or replace the Exterior HVAC System contrary to subsections (14) and (15), the Strata Corporation may remove the exterior portion of the Exterior HVAC System, restore any penetrations to the building envelope and charge the strata lot's owner back for the cost of such remedial work.
  - (17) The owner of the strata lot who has entered into an alteration and indemnity agreement for an Exterior HVAC System under this bylaw must inform any purchaser or tenant of their strata lot, of this agreement and cause such purchaser or tenant to execute a copy of this agreement and provide a copy of the same to the Strata Corporation.
  - (18) Purchasers, or subsequent tenants of strata lots with Exterior HVAC System approved under this bylaw are deemed to have accepted the terms and conditions of this bylaw and the alteration agreement signed by the previous owner or landlord of the strata lot, even if they have not signed on to such agreements.
-

**RESOLUTION #5 – Flooring bylaw update**

**WHEREAS:**

- A. The Strata Corporation's current bylaw 5(6) sets out the information that an owner must provide if they wish to change the flooring in their strata lot, but doesn't detail any standards for flooring leaving total discretion for approval to the council.
- B. Flooring bylaws should govern the materials to be used, the installation requirements or at the very least the minimum IIC ratings for flooring.
- C. The Council believes that it is in the best interest of the Strata Corporation to adopt a bylaw that governs flooring replacements and puts into place mechanisms to deal with any sound or noise complaints that could arise from the replacement flooring.

**BE IT RESOLVED by a ¾ VOTE OF THE OWNERS, STRATA PLAN EPS 4481 THAT PURSUANT TO SECTION 128 OF THE STRATA PROPERTY ACT, THAT THE STRATA CORPORATION REPEAL BYLAW 5(6) AND ADOPT THE FOLLOWING BYLAW:**

**5.1 Flooring Alterations**

- (1) The provisions of this bylaw apply in addition to those of bylaw 5.
- (2) The FIIC ratings set out in these bylaws do not apply to flooring that was installed prior to the adoption of this bylaw.
- (3) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring that is located above another strata lot must:
  - (a) apply to the council in writing and provide the Council with the specifications of the proposed flooring (the "New Flooring"); and
  - (b) obtain the Council's express written consent;
- (4) Upon receiving the Council's express written consent the owner, occupant or tenant:
  - (a) must prior to removing the existing flooring or installing the New Flooring provide the Council with proof of purchase of the flooring and underlay;
  - (b) may only install New Flooring and underlay in areas other than the entranceways, laundry rooms, bathrooms, kitchens or utility rooms, that when combined with the sub flooring and ceiling below will provide not less than 60 FIIC (Field Impact Insulation Class);
  - (c) may only install New Flooring in the laundry rooms, bathrooms, or kitchens of a strata lot that when combined with the sub flooring and ceiling below will provide not less than 50 FIIC;
  - (d) must ensure that any flooring installed in the laundry rooms, bathrooms, kitchens of a strata lot does not extend beyond the boundaries of those rooms unless it provides at least 60 FIIC;
  - (e) must apply a perimeter seal application to the floor-wall interface in each room to prevent "flanking and bridging" of sound through the vertical surface; and wall contact at the floor-wall interface; and
  - (f) must allow the Council or its designate to enter into the strata lot to verify that material and installation requirements of this bylaw are being complied with, and to answer any questions it, or he or she may have.
- (5) In the event the Strata Corporation receives noise complaints from the owners, occupants or tenants of the strata lot(s) below a strata lot that has New Flooring, the Council may require the owner or tenant of the strata lot with the New Flooring to:
  - (a) take reasonable steps to reduce noise transmission including but not limited to:

- (i) installing additional or thicker area rugs in high traffic areas,
  - (ii) walking barefooted or with slippers, or
  - (iii) installing felt pads on furniture legs; and
- (b) permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of inspecting the altered flooring and carrying out sound testing to determine the FIIC ratings of the altered flooring.
- (6) In the event that the New Flooring:
- (a) does not contravene the requirements set out in subsections (4), then the Strata Corporation may equally share the cost of testing the altered flooring with the owner, occupant, or tenant of the strata lot who has submitted the noise complaints.
  - (b) contravenes the requirements set out in subsections (4), then the Strata Corporation may fine the owner or tenant, and / or require him or her to:
    - (i) pay for the cost of testing the flooring;
    - (ii) take the actions set out in subsection (5)(a);
    - (iii) cover the flooring with carpeting; and / or
    - (iv) remove the flooring and replace it with flooring that conforms with this bylaw.
- 

END

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

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

1. Contact

File No.: 03546.011.EPS4481

G. Lianne Macdonald, Lawyer/Partner  
Beacon Law Centre  
140 - 4392 West Saanich  
Road Victoria BC V8Z 3E9  
250-656-3280

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

Land Title Act

PID/Plan Number

Legal Description

EPS4481

THE OWNERS, STRATA PLAN EPS4481

Electronic Signature

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

Glenda Lianne  
Glenda Lianne  
K9AYJL  
Macdonald K9AYJL  
Digitally signed by  
Glenda Lianne  
Macdonald K9AYJL  
Date: 2021.09.20  
15:57:25 -07:00

**Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)**

The Owners, Strata Plan EPS 4481 "The Arbours" certify that the following amendments to the bylaws of the strata corporation is approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on September 13, 2021.

The following bylaw amendments are included with all other registered bylaws of the Strata Corporation:

(1) No smoking is allowed:

(a) in a strata lot;

(b) on the interior common property, including but not limited to in hallways, elevators, bicycle room, electrical and mechanical rooms, stairs, storage locker areas;

(c) on patios and balconies; and

(d) within 8 metres (26 feet) of a door, window or air intake.

(2) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, cannabis smoking, and crack cocaine (or other recreational drugs) smoking.

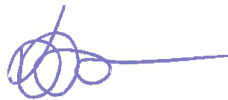
(3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

(4) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability, or individuals who require the use of cannabis for medical purposes. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.

END



Strata Council



Strata Council

## 1. Contact

File No.: 03546-011.EPS4481

G. Lianne Macdonald, Lawyer/Partner  
Beacon Law Centre  
140 - 4392 West Saanich  
Road Victoria BC V8Z 3E9  
250-656-3280

## 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

*Land Title Act*

PID/Plan Number

Legal Description

EPS4481

THE OWNERS, STRATA PLAN EPS4481

## Electronic Signature

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

Glenda Lianne  
Glenda Lianne  
K9AYJL  
Macdonald K9AYJL

Digitally signed by  
Glenda Lianne  
Glenda Lianne Macdonald  
K9AYJL  
Date: 2021-09-20  
Date: 2021-09-20  
15:59:02 -07:00



**Strata Property Act**  
**FORM I**  
**AMENDMENT TO BYLAWS**  
**(Section 128)**

The Owners, Strata Plan EPS 4481 "The Arbours" certify that the following amendments to the bylaws of the strata corporation is approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on September 13, 2021.

The following bylaw amendments are included with all other registered bylaws of the Strata Corporation:

**Electronic general meetings**

- 1
- (1) The council may hold annual or special general meetings by electronic means, including special general meetings demanded by 20% of the strata corporation's votes pursuant to section 43 of the *Act* or bylaw 12(4), including by telephone or videoconferencing or any other electronic means, so long as all authorized participants and eligible voters can communicate with each other during the meeting.
  - (2) If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.
  - (3) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent, CHOA representatives or any other person authorized by council to attend prior to the meeting.
  - (4) The notice package for an electronic meeting must include the following:
    - (a) a notice of meeting including a description of matters that will be voted on at the meeting and the proposed wording of any resolution requiring a  $\frac{3}{4}$  vote, 80% vote or unanimous vote;
    - (b) budget and financial statement referred to in section 103 of the Act if the meeting is an annual general meeting;
    - (c) agenda;
    - (d) proxy form;
    - (e) voting ballot form; and,
    - (f) practices and procedures governing the meeting.

**Person to chair electronic meeting**

- 2
- (1) Annual and special general meetings held by electronic means must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, the electronic meeting must be chaired by the vice president of the council.
  - (3) If neither the president nor the vice president of the council chairs the electronic meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
  - (4) The secretary of the council shall prepare the minutes of the electronic meeting.
  - (5) If the secretary of the council is unwilling or unable to act, the minutes of the electronic meeting must be prepared by an authorized person or eligible voter appointed by the chair.


- (5) The outcome of each vote requiring a precise count, including the number of votes for and against the resolution and any abstentions must be announced by the chair and recorded in the minutes of the meeting.
- (6) If there is a tie vote on any matter at an electronic annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote. **Partici**  
3
- (7) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting. **Voting**
- (8) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of 4 the following voting methods: **After t**
- (a) email during the voting window; **(a)**
  - (b) show of voting ballots if visual electronic communication is available; **(b)**
  - (c) call of the roll; **(c)**
  - (d) restricted proxy; or, **(c)**
  - (e) any other electronic method that identifies votes of eligible voters in the discretion of the chair.
  - (d) the outcome of the vote must be recorded in the minutes of the meeting.

The Strata Corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years after which they shall be destroyed.

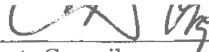
**Order of business for electronic meeting**

The order of business at annual and special general meetings held by electronic means as follows:

- (a) verify proxies;
- (b) verify eligible voters present in person or by proxy and participating in the meeting calling the roll;
- (c) establish and announce quorum;
- (d) call the meeting to order;
- (e) elect a person to chair the meeting, if necessary;
- (f) report the method of notice of the meeting;
- (g) approve the agenda;
- (h) confirm procedures and voting methods for the meeting;
- (i)
- (j)
- (k)
- (l)



Strata Council



Strata Council

## VICTORIA LAND TITLE OFFICE

Jul-02-2019 12:34:03.008

CA7596

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF

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

Patrick Charles Salusbury Trelawny EAGN5I	Digitally signed Charles Salusbury EAGN5I Date: 2019.07. -07'00'
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## 1. CONTACT: (Name, address, phone number)

JONES EMERY HARGREAVES SWAN LLP

Barristers &amp; Solicitors

#1212-1175 Douglas Street

Victoria

BC V8W 2E1

File No. 17-0355 PCT/am

Telephone No.: 250-382-7222

LTO Client No.: 10211

Document Fees: \$29.66

Deduct LTSA Fee

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

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]**NO PID NMBR COMMON PROPERTY, STRATA PLAN EPS4481**Related Plan Number: **EPS4481**

*Strata Property Act*

FORM Y

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**  
(Section 245(d), Regulation section 14.6(2))

Re: Strata Plan EPS4481, being a strata plan of

[Parcel Identifier]      [Legal Description of Strata Lot]

005-131-791      Lot A, Section 10, Range 1 West, South Saanich District, Plan  
11786

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by Section 120 of the *Act*.

Date: JUNE 10, 2019.

  
Signature of Owner/Developer  
S \_\_\_\_\_ Developer

**STRATA PROPERTY ACT**

**FORM 1  
AMENDMENT TO BYLAWS**

**THE OWNERS, STRATA PLAN EPS4481  
BYLAWS — THE ARBOURS**

**DEFINITIONS**

- (l) In these bylaws the following definitions apply:
- (a) "Act" means the *Strata Property Act* of British Columbia, as amended;
  - (b) "Council" means the strata council;
  - (c) "LCP" means limited common property that is designated for the exclusive use of a strata lot of the strata plan; for example a patio, balcony, parking stall or storage locker;

**DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**Payment of strata fees and special levies**

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due.
- (3) If an owner is late in paying such owner's contribution to a special levy, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due.
- (4) Payment of monthly strata fees must be made
- (a) by pre-authorized payment directly to the strata corporation bank account; or
  - (b) within 14 days of the annual general meeting of the strata corporation, by provision to the Council of 12 post-dated cheques for the twelve month fiscal period of the strata corporation;
- and in the case of a new owner, such owner must arrange either pre-authorized payment directly to the strata corporation, or provide post-dated cheques for the balance of the months left in the fiscal year in which such owner's purchase closes.

**Repair and maintenance of property by owner**

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of LCP must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) The owner must ensure, when cleaning such owner's LCP, that water does not overflow to other strata lots, common property or LCP.

- (4) An owner of a strata lot must permit only licensed and qualified plumbers, electricians and other trades approved by the Council to carry out within a strata lot electrical, plumbing and any work that in any way relates to the building utilities infrastructure.
- (5) An owner must ensure that any maintenance or alteration within a strata lot affecting the building security system or the building fire sprinkler system will be carried out only by the company designated by the strata corporation to maintain the security or fire system.

#### Use of property

- 3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, the LCP or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) makes, causes or produces undue noise, smell, vibration, glare, heat or safety hazard,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, the LCP, common assets or another strata lot,
  - (d) is illegal,
  - (e) is contrary to the uses permitted under the applicable zoning bylaws and regulations of the District of Central Saanich,
  - (f) is injurious to the reputation of the building, or
  - (g) is contrary to a purpose for which the strata lot, the common property or LCP is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not create a hazard upon the common property or the LCP, or cause damage, other than reasonable wear and tear, to the common property, LCP, 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) The owner or occupant may be required to pay all costs of special cleaning which in the reasonable opinion of the Council following due process under its bylaw enforcement mandate has occurred as a result of a hazard or damage, other than reasonable wear and tear, to the common property, LCP, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws.
- (4) No area designated on the strata plan as LCP is permitted to be used or converted to be used as habitable space.
- (5) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) aquarium fish or animals provided the aquarium is limited to 25 gallons or less;
  - (b) a reasonable number of small caged animals;
  - (c) up to 2 caged birds;
  - (d) up to a total of two dogs or two cats or a combination of each not exceeding a total of two animals.
- (6) An owner, tenant, occupant or visitor of a strata lot shall not permit his or her pet to be on the common property or the LCP unless the pet is leashed or under the control of the owner of the pet or another responsible adult.
- (7) An owner of a pet shall not permit the pet to urinate or defecate on the common property or LCP, and if any pet does so urinate or defecate, the owner shall immediately and completely remove all of the pet's waste from the property and dispose of it in a waste

container or by some other sanitary means and if, in the reasonable opinion of the Council following due process under its bylaw enforcement mandate:

- (a) if any special cleaning is required as a result of the pet urinating or defecating in breach of bylaw 3(7), the owner or occupant may be required to pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating in breach of bylaw 3(7), the owner or occupant may be required to pay all costs of such replacement.
- (8) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property or LCP shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his or her strata lot.
- (9) The strata corporation may make, amend, rescind and enforce rules it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the LCP and the types of pet permitted to be on the common property and, for this purpose, make different rules and different terms and conditions for different types of animals.
- (10) In the event the strata corporation duly approves a bylaw amendment disallowing pets, any owner who owns a pet at the time of the registration of the 'no pets' bylaw amendment shall be permitted to keep his or her pet until the death of that pet.
- (11) An owner, tenant, occupant or visitor must not:
- (a) use any part of the common property or LCP, except LCP contained within a storage locker room designated by the Council, for storage, without the written consent of the Council;
  - (b) use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery, equipment, without the written consent of the Council;
  - (c) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place, any coverings or alterations, storage sheds, or any other structures on or to any deck, patio, balcony, porch or entry-way, including a roof deck, except with the prior written approval of the Council;
  - (d) have or install a water bed within a strata lot;
  - (e) make, cause or produce noise, vibration or glare in or about any strata lot, common property or LCP during the day or night which will interfere with the quiet enjoyment of another owner, tenant or occupant of their strata lot;
  - (f) refuse or neglect to take reasonable steps to satisfy noise complaints of neighbours from applicable steps and have wood floors including, on the request of the Council, the reasonable use of area rugs or not walking on the flooring with hard shoes;
  - (g) use any musical instrument, amplifier, sound reproduction equipment or other device within a strata lot, the common property or LCP such that it causes disturbance or interferes with the quiet enjoyment of any other owner, tenant or occupant;
  - (h) use a barbecue, hibachi or other like cooking device on a balcony or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and while in operation, such cooking device shall be located at least at least 50 cm from the building exterior;





- (13) In accordance with the District of Central Saanich zoning bylaw, no strata lot can be used for tourist accommodation and for greater clarity, no 'Airbnb', 'Vacation Rental By Owner' or similar activities, services or advertising respecting a strata lot are permitted.

**Inform strata corporation**

4. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Prior to a tenant occupying a strata lot, the owner must cause the tenant to complete and deliver to the strata corporation a Notice of Tenant Responsibilities (Form K).

**Obtain approval before altering a strata lot**

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building, or that front on the common property or LCP;
  - (e) fences, railings or similar structures that enclose a patio, deck or balcony
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 5(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:
- (a) to take responsibility for any current and future expenses relating to the alteration, and
  - (b) to remove the alteration and restore any common property or LCP affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.
- (3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to certain factors including, but not limited to, the following:
- (a) the structural integrity of the strata lot and the building;
  - (b) the safeguarding of the utilities infrastructure.
- (4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.
- (5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.

- (6) An owner must apply, in writing, to the Council with a formal request to alter any of the flooring existing in such owner's strata lot and the Council will consider, among other things:
- (a) the particular specifications of the proposed installation;
  - (b) the Impact Insulation Class ("IIC") rating of the proposed installation;
  - (c) the construction elements of the strata building, in relation to the noise transmission created by the proposed flooring alteration; and
  - (d) if necessary, the input from appropriate consultants, regarding the issue of the noise and disturbance that may be created for the strata lot below the strata lot where alteration is proposed.

**Obtain approval before altering common property or LCP**

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including LCP, or common assets.
- (2) The strata corporation may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, LCP or common assets, as the case may be, if required by the strata corporation, prior to moving out of the strata lot.
- (3) All expenses related to an approved alteration to the common property, LCP, or common assets, as the case may be, including its repair and maintenance, any increase in coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.

**Permit entry to strata lot**

7. (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, LCP, 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 the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in bylaw 7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) The rights granted to the strata corporation under bylaw 7 include the right to use any balconies, terraces or patios, window washers and window washing equipment, LCP as staging area for be necessary to properly operate the window washing equipment, to otherwise use such LCP as may be necessary for the repair and maintenance work.
- (4) Further to bylaw 7(3), the strata corporation must ensure that all work or

repairs carried out on its behalf will be completed in a workmanlike manner and that any damage to a strata lot is made good and the strata lot is left clean and free from debris at the conclusion of such work or repairs.

- (5) Bylaw 7(4) is subject to the responsibility of the owner to comply with strata corporation notices and directions regarding removing or protecting items from areas within the strata lot or upon the LCP where the strata corporation's access is required for the purposes of repair and maintenance.

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

### **Repair and maintenance of property by strata corporation**

8. (1) The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - A. the structure of a building;
      - B. the exterior of a building;
      - C. chimneys, stairs, balconies, decks and other things attached to the exterior of a building;
      - D. doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property or LCP;
      - E. fences, railings and similar structures that enclose patios, decks and balconies;
  - (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, stairs, balconies, decks and other things attached to the exterior of a building,
    - (iv) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property or LCP, and
    - (v) fences, railings and similar structures that enclose patios, decks and balconies.
- (2) For greater clarity regarding bylaw 8(1)(c),
- (a) each owner is responsible for the day-to-day maintenance of its LCP including maintenance such as sweeping and cleaning the surfaces of patios, decks and balconies;
  - (b) all owners entitled to the exclusive use of LCP are required to contribute to operating fund expenses related to repair, maintenance and upkeep of such LCP in accordance with section 99 of the Act and section 6.4(1) of Strata Property Regulation 43/2000, published under the authority of the Act; and

- (c) the strata corporation is responsible for repairs and maintenance that are in the nature of capital repairs (not accounted for in the operating fund) of the LCP in the strata plan.

### **DIVISION 3 - COUNCIL**

#### **Council size and composition**

9. (1) The Council must have at least 3 and not more than 7 members.

#### **Council members' terms**

10. (1) The term of office of a Council member ends at the end of the annual general meeting at which the new Council is elected.  
 (2) A person whose term as Council member is ending is eligible for re-election.  
 (3) No person may stand for Council or continue to be on Council if the strata corporation is entitled to register a lien against the strata lot owned or represented by such person.

#### **Removing Council member**

11. (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members.  
 (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.

#### **Replacing Council member**

12. (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.  
 (2) A replacement Council member may be appointed from any person eligible to sit on the Council.  
 (3) The Council may appoint a Council member under this bylaw even if the absence of the member being replaced leaves the Council without a quorum.  
 (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 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.

#### **Officers**

13. (1) At the first meeting of the Council held after each annual general meeting of the strata corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.  
 (2) A person may hold more than one office at a time, except that a person must not hold the offices of president and vice president concurrently.  
 (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.

**Calling Council meetings**

14. (1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Council meeting may be held on less than one week's notice if
- (a) all Council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all Council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

**Quorum of Council**

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

**Council meetings**

16. (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and 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.
- (4) Despite bylaw 16(3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

**Voting at Council meetings**

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

**Council to Inform owners of minutes**

18. The Council must inform owners of the minutes of all Council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

**Delegation of Council's powers and duties**

19. (1) Subject to bylaws 19(2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - delegates the general authority to make expenditures in accordance with bylaw 19(3).
- (3) A delegation of a general authority to make expenditures must
- set a maximum amount that may be spent, and
  - 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,
- whether a person has contravened a bylaw or rule,
  - whether a person should be fined, and the amount of the fine, or
  - whether a person should be denied access to a recreational facility.

**Spending restrictions**

20. (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) The Council may not spend the strata corporation's money to repair or replace common property, LCP, or assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The Council may authorize an unbudgeted expenditure in the budget, together with all other unapproved expenditures made in the present fiscal year, to be less than \$5,000.

**Limitation on liability of Council member**

21. (1) A Council member who acts honestly and in good faith in the exercise of any power or the performance or intended performance of any duty of the Council is not personally liable because of the exercise of that power or the performance or intended performance of that duty.
- (2) Bylaw 21(1) does not affect a Council member's liability, as an owner, for a judgment against the strata corporation.

**DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES****Maximum fine**

22. (1) The strata corporation may fine an owner or tenant a maximum of:
- the maximum fine permitted under the Act or the Regulations in force under the Act (currently \$200) for the contravention of a bylaw; and
  - the maximum fine permitted under the Act or the Regulations in force under the Act (currently \$50) for the contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

- (3) Notwithstanding bylaw 22(1), the maximum fine for the contravention of a rental restriction bylaw is \$500.

#### DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

##### Person to chair meeting

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

##### Participation by other than eligible voters

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

##### Voting

25. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide, whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable to act, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

##### Quorum for Adjourned Meeting

26. 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; but, in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within 1/2 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.

##### Order of business

27. The order of business at annual and special general meetings is as follows:
- certify proxies and corporate representatives and issue voting card;
  - determine that there is a quorum;
  - elect a person to chair the meeting, if necessary;
  - present to the meeting proof of notice of meeting or waiver of notice;



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

#### **DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION**

##### **Voluntary dispute resolution**

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

#### **DIVISION 7 — MARKETING ACTIVITIES BY OWNER DEVELOPER**

29. (1) Notwithstanding bylaw 3(11)(t), during the time that the owner developer of the strata development is the owner or lessee of any strata lot, it shall have the right to:
- (a) erect and maintain promotional, marketing and sales signage on the common property and LCP for the purposes of promoting, marketing and sales at this development and other developments of the owner developer,
  - (b) hold special promotions and open houses and other marketing events for the purposes of promoting, marketing and sales at this development and other developments of the owner developer,
  - (c) maintain one or more show suites,
  - (d) have access to any and all parts of the common property and LCP that comprise public use areas, for the purpose of promoting, marketing or selling strata lots.

## DIVISION 8 — MISCELLANEOUS MATTERS

## Other Expenses and Costs Chargeable to Owners

30. (1) Each owner and tenant is responsible for payment of any money owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing, such owner may be subject to bylaw enforcement procedures which may result in a fine under bylaw 22(1).
- (2) Any fines authorized by these bylaws, bank charges, filing costs, legal fees, interest charges and any other expenses incurred by the strata corporation pursuant to 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, will be invoiced to the responsible owner or tenant and shall become due and payable by that owner within one week of presentation of the invoice.
- (3) The other expenses referred to in bylaw 30(2) include expenses incurred by the strata corporation to repair any damage to the plumbing, electrical and other systems of the building or other parts of the common property or LCP caused by an owner, such owners' employees, agents, invitees or tenants, and may be invoiced to the responsible owner.
- (4) Any legal expenses or costs incurred by the strata corporation to the conduct or actions of an owner shall be charged to that owner on a full indemnity basis.
- (5) Regardless of intention or negligence, an owner is responsible for and, must reimburse the strata corporation for all expenses incurred by the strata corporation, for the repairing and resolution of any damages or losses which originate from within the owner's strata lot, common property or LCP, are defined in the Act, or which arise from the owners use of the common property or LCP.
- (6) The reimbursement to shall be limited to all costs below amount of the reimbursement referred to in bylaw 30(5) deductible, or, if the damages are greater than the strata corporation's applicable insurance deductible, the reimbursement shall be limited to the strata corporation's applicable insurance deductible.
- (7) When a claim is made against the strata corporation as a result of a breach of any bylaw or rule by an owner or occupier, that owner is responsible for reimbursement of the strata corporation for all expenses related to the claim that are below the total of the strata corporation's applicable insurance deductible; if such expenses are greater than the applicable insurance deductible, the reimbursement shall be limited to the strata corporation's applicable insurance deductible.
- (8) For the purposes of bylaw 30(7), the owner bears ultimate responsibility for the conduct of any occupant, employee, agent, invitee, guest or visitor regarding such persons' compliance with the strata corporation's bylaws and rules;
- (9) For the purposes of the reimbursement to the strata corporation set out in bylaws 30(5) and (7) such reimbursement must be made in the month following receipt by the owner of an invoice from the strata corporation.

## Small Claims Actions

31. (1) Subject to bylaw 31(2), pursuant to section 171(4) of the Act, the authorization of a three-quarter vote at an annual or special general meeting shall not be required for proceedings to be taken under the Small Claims Act by the Strata Corporation against an owner or other person to collect money owing, including money owing to the strata corporation, under the Civil Liability Tribunal Act, British Columbia, the designation of which is made by the Council.
- (2) Except for the Small Claims Act, the Council may, by resolution, authorize the strata corporation to proceed under the Small Claims Act to collect money owing to the strata corporation, under the Civil Liability Tribunal Act, British Columbia, the designation of which is made by the Council.

**Garbage and Recycling Disposal**

32. (1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.
- (2) An owner, tenant or occupant is required to utilize the strata corporation's recycling stations in compliance with the District of Central Saanich recycling protocols and procedures and in accordance with any rules of the strata corporation.

**Bicycles**

33. (1) No bicycles are permitted to be stored or kept on any part of the common property, the LCP or on the balconies or decks, at any time except within those areas within the common property designated by the Strata Council for bicycle storage or as otherwise approved by Strata Council. Owners are permitted to transport their bicycles through the common property and LCP to their strata lot provided no damage or soiling of the common property or LCP occurs in transit.
- (2) Bicycles are permitted to be stored only within a strata lot or storage locker or within those areas within the common property designated by the Strata Council for bicycle storage by using a bicycle hook or rack.
- (3) Bicycles cannot be left on common property and care must be exercised in not damaging elevators, hallways or any other common areas when being transported.

**Storage**

34. (1) No owner may use any part of the common property except within those areas within the common property designated by the Strata Council for bicycle storage or as otherwise approved by Strata Council or LCP for storage, unless authorized in writing by the Council.
- (2) Any owner, tenant or occupant who leaves any item anywhere on or in the common property or LCP 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) Each owner must keep the owner's LCP storage locker designated for the exclusive use of the owner in a reasonably tidy condition.
- (4) No oily rags, gasoline, propane and propane cylinders, naphthalene, explosives, combustible item or material, flammable substance, gun, ammunition, or any dangerous, toxic, noxious or foul-smelling substance are permitted to be stored in a storage locker.

**Parking**

35. (1) An owner, tenant or occupant shall not:
- (a) use any parking space in the building or on the common property or on any LCP, except the parking space which has been specifically designated as LCP for the exclusive use of his or her strata lot;
  - (b) rent or lease such owner's LCP parking stall or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the Council;
  - (c) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
  - (d) park in a designated visitors' parking space.

- (2) Each owner is entitled to the exclusive use of the parking stall designated on the strata plan as LCP for such owner's strata lot.
- (3) The owner who is entitled to use the LCP parking stall is responsible to ensure that any vehicle occupying the LCP parking stall had valid insurance and license plates.
- (4) No LCP parking stall or visitor parking stall shall be used for vehicle washing, vehicle oil changes, or vehicle repairs.
- (5) An owner, tenant or occupant must promptly and at their own expense clean up any oil or other substance which spills or leaks onto the parking stall.
- (6) No LCP parking stall is permitted to be used for storage, except for the storage of bicycles on bike racks or hooks approved by the Council.
- (7) No vehicle may be parked on a LCP parking stall in a manner that interferes with other parking stalls, the common property, the LCP, the use of the common property driveways or the use of any adjacent limited common property.
- (8) Vehicles parked on the LCP parking stalls are restricted to regular passenger vehicles such as cars, motorcycles, pick-up trucks, vans and SUVs; motor homes, recreational vehicles (RV), trailers or other similar vehicles ("**Oversize Vehicles**") are not permitted.
- (9) Designated visitor parking stalls are for the use of visitors only.
- (10) Subject to such rules of use as may be established by the Strata Council in complying with municipal requirements, visitor parking is otherwise first come, first served.
- (11) Visitor parking areas are for regular passenger vehicles and Oversize Vehicles are not permitted.
- (12) Subject to such rules of use as may be established by the Strata Council in complying with municipal requirements, visitor parking is limited to vehicles owned by guests or visitors of an owner, tenant or occupant and may occupy a visitor parking stall for a maximum of 24 hours, provided the time limit may be extended with written permission of the strata corporation.

#### **Move In / Move Out**

- 36. (1) An owner or tenant must notify the Council at least one week in advance of the date that the owner or tenant will be moving into or out of a strata lot.
- (2) No moves are permitted on statutory holidays unless the moving owner or tenant has received, in writing, authorization from the Council.
- (3) The moving owner or tenant is responsible to coordinate all aspects of the move with the strata property manager, and if there is no strata property manager, then with the Council.
- (4) No exterior door can remain open while unattended in the course of a move.
- (5) The moving owner or tenant is responsible to safeguard the building security in the process of the move.
- (6) A fee of \$100 must be paid by the moving owner or tenant to cover the general wear and tear and additional maintenance or supervision of the hallways, elevator and other common property and LCP areas during such owner's or tenant's move.
- (7) The owner of the strata lot involved in a move bears the ultimate responsibility for any damage to the common property or LCP caused in the course of the move.
- (8) The Council may establish rules for the further regulation of moves.

**Selling of Strata Lots**

37. (1) An owner wishing to advertise the rental or sale of such owner's strata lot may post or leave any advertising materials only on with the written approval of the Council and in accordance with any rules established for such postings.
- (2) An owner may hold an open house on any day of the week, between noon and 4:00 pm each day, when offering such owner's strata lot for sale or rent.
- (3) An owner holding an open house is responsible to maintain the security of the building for the duration of the open house, including ensuring that entrances to the building and locked common property and LCP doors remain closed and locked if not in use.
- (4) Two persons must be on duty at all times during an open house, one to admit a guest to the building and accompany the guest to the strata lot, and one to accompany such guest during their inspection of the strata lot and the LCP.
- (5) The owner of the strata lot having the open house, is responsible for the actions of such owners realtors or agents in the building and for acquainting them with the provisions of this bylaw.

**Building Security and Fobs**

38. (1) An owner or occupant must not assist a stranger to enter the building, or the secure parking area. Any suspicious persons in or around the building or on the grounds should be reported to the property manager, Council member or the police.
- (2) Each owner or occupant entering the secure parking area is responsible to activate the security gate for themselves and to ensure no additional vehicle or person enters upon such activation.
- (3) All owners or occupants are responsible for anyone they admit onto or about the common property and LCP, inclusive of family, children under 18, agents, servants, trades and service personnel, licensees, invitees, and their pets.
- (4) No soliciting is permitted.
- (5) No owner or occupant shall leave open or unlocked any outside entrance or exterior fire exit door.

**Key Protocol**

39. (1) Any owner or occupant wishing to possess keys or key fobs controlling the locks on the common property and LCP is subject to the procedures and protocols for the tracking and issuance of common area keys and key fobs which are administered and managed by the Council or property manager.
- (2) Additional or replacement keys and key fobs may be obtained by an owner or by a tenant with the owner's written consent. Such additional or replacement key or key fob will be issued by the Council or property manager at a cost to be determined by the Council.
- (3) An owner or occupant whose common area key or key fob is lost or stolen must report the loss or theft immediately to the Council or the property manager so the key fob can be deactivated, and in such case the cost of a replacement key fob will be borne by the owner or tenant under whose name the lost key or key fob was issued.

**Key Information**

40. (1) The strata corporation collects data with respect to the usage of each key fob programmed to provide access to a variety of areas. For the system to function in the manner it was intended, information that may be considered to be "personal information" of owners, tenants, occupants or residents under the Personal Information Protection Act ("PIPA") is contained in, collected, used and disclosed by the strata corporation in the course of using the key fob access system.

- (2) The key fob usage records will be used only for the prevention and lawful investigation of unauthorized entry, theft or threat to personal safety or damage to property.
- (3) The key fob usage records are stored for a period of up to 30 days from the date of recording, which period may be extended for those files required for law enforcement purposes.
- (4) The key fob records will only be reviewed by specifically designated Council members: the president, vice-president and the privacy officer. In the event of a complaint of theft or damage, the key fob records may also be reviewed by law enforcement personnel.
- (5) Subject to the direction of authorized law enforcement personnel, in the event of an incident in which he or she is involved or affected, such owner, tenant or occupant may request a copy of the applicable fob usage records.
- (6) In installing and maintaining the recording systems described in this bylaw, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems), whether arising from negligence or otherwise for personal security or person property in any area monitored by any of the systems.

#### DIVISION 9 — CO-OPERATIVE CAR SHARING

- 41. For the purposes of Division 6 of these Bylaws, "**Participating Strata Lot**" shall mean Strata Lot 1, Strata Lot 2, Strata Lot 3, Strata Lot 4 and such other Strata Lot the owner of which may have acquired shares in Modo Co-Operative and shall have otherwise complied with the terms and conditions that Modo Co-Operative may have set for qualifications in its car share co-operative program.
- 42. (1) The Strata Corporation has entered into an Agreement with Modo Co-operative ("**Modo**") whereby Modo has issued fifty (50) shares for the benefit of the current owner of each Participating Strata Lot in the Strata Corporation (the "**Agreement**").
- (2) Each owner of a Participating Strata Lot is entitled to the benefit of fifty (50) shares of Modo without payment, the legal ownership of which vests with the Strata Corporation. If there is more than one owner of a strata lot, the shares will be beneficially held jointly.
- (3) In order for an owner to make use of Modo vehicles, the owner must apply to use them, such application including but not limited to the following:
  - (a) the owner must prove current ownership of a Participating Strata Lot by providing Modo with a copy of an official land title document indicating the owner is the owner of the Participating Strata Lot; and
  - (b) the owner must provide contact information and any other information required by Modo regarding the owner that would allow Modo to determine if the owner qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of Modo as posted on its website and updated from time-to-time.
- (4) The tenant of an owner of a Participating Strata Lot (a "**Tenant**") may make use of Modo vehicles as if the Tenant was a member of Modo, pursuant to the Policies and Rules of membership in Modo and subject to the limitations set out herein.
- (5) In order for a Tenant to make use of Modo vehicles, the Tenant must apply to use them, such application including but not limited to the following:

- (a) the owner of a Participating Strata Lot or Strata Corporation must provide written notice to Modo of the name of the Tenant or Tenants that are to exercise the benefits of Modo membership; and
  - (b) the Tenant must prove current residency at a Participating Strata Lot by providing Modo with a copy of its tenancy agreement or a copy of its driver's licence indicating the address of the Participating Strata Lot; and
  - (c) the Tenant must provide contact information and any other information required by Modo regarding the Tenant that would allow Modo to determine if the Tenant qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of Modo as posted on its website and updated from time-to-time.
- (6) The Owner of a Participating Strata Lot shall not enjoy benefits of the shares where a Tenant of the Owner has successfully applied to make use of Modo vehicles as defined by Bylaw 5 herein.
  - (7) Each Owner and Tenant entitled to a beneficial interest in the shares may only exercise the rights and benefits of shareholding if the person or persons would otherwise qualify and /or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
  - (8) If at any time an Owner or Tenant does not meet the criteria for the rights and benefits of membership, then the Owner or Tenant may not exercise any Modo membership rights and benefits until such time that the Owner or Tenant may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the Rules and policies of Modo.
  - (9) Each Owner and Tenant entitled to a beneficial interest in the shares may exercise all rights and remedies available to shareholders of Modo, excluding voting rights, subject to the Rules of Modo.
  - (10) Except as provided under this bylaw, the benefits of Modo membership may only be exercised by the owners of Strata Lots, and the beneficial interest in such shares and may not under any circumstances be assigned, transferred or sold by the shareholder or shareholders except as provided herein.
  - (11) Subject Shares in Modo attach to the Participating Strata Lot and are legally owned by the Strata Corporation, the benefit of which is enjoyed by the current owner of the Participating Strata Lot. Any sale of a Participating Strata Lot by an owner will also include, as a benefit of that sale, a transfer of the beneficial interest in the Subject Shares in Modo to the new owner.
  - (12) Every three (3) calendar months, Modo will provide the Strata Corporation with the names of all owners and Tenants who exercise the benefits of Modo membership. Upon receipt of this information, the Strata Corporation will immediately inform Modo in writing which owners and Tenants have respectively ceased to be owners and Tenants, and unless otherwise advised, Modo will cancel the outgoing owners' and Tenants' beneficial ownership in the Subject Shares.
  - (13) No owner or Tenant is entitled to compensation or a refund of shares purchase price upon the transfer of any shares or benefit as provided herein, and no owner or Tenant may demand or otherwise require Modo to refund or redeem the shares issued by Modo.

- (14) Owners and Tenants may decide to cease exercise the benefits of Modo membership, but the shares remain in the name of the Strata Corporation and attach to the Participating Strata Lot.
- (15) Upon the destruction of a Participating Strata Lot, and if there is a decision not to rebuild the Participating Strata Lot, then the share and share purchase price of the Strata Corporation and the owners is absolutely forfeited to Modo without right of compensation of any kind.
- (16) If this bylaw is repealed or replaced, then the share and share purchase price of each of the shares of the Strata Corporation and any beneficial interest accruing to the owner is absolutely forfeited to Modo without right of compensation of any kind.



