

1. Contact

Document Fees: \$31.27

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. MAT8404/JJH

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

VIS3836

THE OWNERS, STRATA PLAN VIS3836

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.

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869
Date: 2023-12-18
09:24:34 -08:00**

Strata Property Act

FORM I

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS3836 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on November 22, 2023:

- 1. BE IT RESOLVED** by a $\frac{3}{4}$ vote of **THE OWNERS STRATA PLAN VIS 3836** that the registered bylaws of the Strata Corporation be amended by repealing *all existing bylaws except the following*:

- a. *Bylaws 1.3 to 1.6 – Alterations and Exterior Appearances*
- b. *Bylaws 1.8 – Use of Property*
- c. *Bylaw 1.8(a) – Age Restriction*
- d. *Bylaws 4.1 to 4.10 – Parking*
- e. *Bylaws 5.1 – Pet Restrictions*
- f. *Bylaws 6 .1 and 6.2 - Rentals*

and by adopting the following bylaws:

Interpretation	3
Division 1 -- Duties of Owners, Tenants, Occupants and Visitors	4
1. Payment of strata fees	4
2. Repair and maintenance of property by owner	5
2.1 Hot water tanks and supply lines	6
2.2 Gas Appliances	7
3. Use of Property	8
7. Permit entry to strata lot	27
Division 2 -- Powers and Duties of Strata Corporation	28
8.1 Develop and enforce rules	28
8. Repair and maintenance of property by Strata Corporation	28
Division 3 – Council	29
9. Council size and eligibility	29
10. Council members' terms and election	30
11. Removing council member	30
12. Replacing council member	30
13. Officers	30
14. Calling council meetings	31
15. Requisition of council hearing	31
16. Quorum of council	32
17. Council meetings and decision making between meetings	32
18. Voting at council meetings	33
19. Minutes and communications to and from council	33

20. Delegation of council's powers and duties	33
21. Spending restrictions	34
21.1 Acquisition or disposal of personal property by the Strata Corporation.	34
22. Limitation on liability of council member	34
Division 4 -- Enforcement of Bylaws and Rules	35
23. Enforcement procedure and options	35
23.1 Small claims, forced sale and CRT actions	36
24. Legal costs and costs to remedy a contravention	37
Division 5 -- Annual and Special General Meetings	37
25. Person to chair meeting	37
26. Participation by other than eligible voters	38
27. Voting	38
28. Order of business	39
29. Holding general meetings by electronic means	39
Division 7 -- Miscellaneous	42
30. Insurance and risk allocation	42
31. Anti Harassment Bylaw	46
32. Prohibition Against Growing Cannabis	46

as shown in the attached schedule of bylaws.

Moved: SL 11
Seconded: SL 47

The President put forward a motion to amend Resolution #1 as follows: to add to a. Bylaws 1.3 to 1.6 the subsections (a) to (f) after 1.3 and to remove Bylaws 1.8 - Use of Property and b. Bylaw 1.8 (a) - Age Restrictions.

Moved: SL 14
Seconded: SL 11

The amendment was approved with all in favour. The amended resolution was then voted on.

35 in favour, 0 opposed, 0 abstained. Motion Carried Unanimously.

- 2. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by repealing bylaw *existing bylaw 4 Parking* and adopting **Bylaws 3.2 Vehicles and Parking** as shown in the attached schedule of bylaws.

Moved: SL 48
Seconded: SL 7

The President put forward a motion to amend Resolution #2 as follows: to remove the words "using the common power" from Section 3.2, subsection (10)(c).

Moved: SL 14
Seconded: SL 48

The amendment was approved with all in favour. The amended resolution was then voted on.

29 in favour, 2 opposed, 4 abstained. Motion Carried.

- 3. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by amending, without repealing, the

existing Pets Bylaw namely existing bylaw 5 to provide as shown in **Bylaw 3.3 Pet Restrictions** in the attached schedule of bylaws.

Moved: SL 11

Seconded: SL 3

31 in favour, 2 opposed, 2 abstained. Motion Carried.

- 4. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by adopting **Bylaw 3.4 Age Restriction** as shown in in the attached schedule of bylaws.

Moved: SL 11

Seconded: SL 37

20 in favour, 15 opposed, 0 abstained. Motion Defeated.

- 5. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by adopting **Bylaw 3.5 Single Family Use** as shown in in the attached schedule of bylaws.

Moved: SL 48

Seconded: SL 3

33 in favour, 1 opposed, 1 abstained. Motion Carried.

- 6. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by repealing *existing bylaw 6 rentals*, and by adopting **Bylaw 3.6 Provision of Form K and Tenancy Agreement, Landlord's Responsibility for Fines, Bylaw 3.7 Prohibition Against Use of Strata Lot as Short-Term Accommodation** as shown in the attached schedule of bylaws.

Moved: SL 37

Seconded: SL 11

34 in favour, 0 opposed, 1 abstained. Motion Carried.

- 7. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by repealing the *existing bylaws governing alterations to a strata lot and common property namely bylaws 1.3 to 1.6* and by adopting **Bylaw 5 Alterations to a Strata Lot and Common Property, Bylaw 5.1 Flooring, and Bylaw 6 Alterations Made Without Permission** as shown in the attached schedule of bylaws.

Moved: SL 18

Seconded: SL 47

31 in favour, 1 opposed, 3 abstained. Motion Carried.

- 8. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by adopting **Bylaw 5.2 Heat Pumps and Air Conditioners** as shown in the attached schedule of bylaws.

Moved: SL 47

Seconded: SL 3

31 in favour, 3 opposed, 1 abstained. Motion Carried.


9. **BE IT RESOLVED** by a $\frac{3}{4}$ vote of **THE OWNERS STRATA PLAN VIS 3836** that the bylaws of the Strata Corporation be amended by adopting Bylaw 33 Smoking Bylaw, in the attached schedule of bylaws.

Moved: SL 3
Seconded: SL 48
29 in favour, 3 opposed, 3 abstained. Motion Carried.

10. **BE IT RESOLVED** by a $\frac{3}{4}$ vote of **THE OWNERS STRATA PLAN VIS 3836** that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the Strata Corporation.

Moved: SL 11
Seconded: SL 14
35 in favour, 0 opposed, 0 abstained. Motion Carried Unanimously.

Signatures:



Signature of Council Member

Name: Renita Kraubner



Signature of Second Council Member

Name: Linda Rasmussen



STRATA PLAN VIS 3836 EMERALD SHORES **Bylaws**

Adopted at a Special General Meeting Held On

November 22, 2023

Contents

Interpretation	3
Division 1 - Duties of Owners, Tenants, Occupants, and Visitors	4
1. Payment of strata fees.....	4
2. Repair and maintenance of property by owner	5
2.1 Hot-water Tanks	6
2.2 Gas Appliance Inspection, Repair and Maintenance.....	6
3. Use of property	7
3.2 Vehicles and parking	10
3.3 Pet restrictions.....	12
3.4 Not Used	13
3.5 Single Family Use	13
3.6 Provision of Form K and Tenancy Agreement and Landlord’s responsibility for fines and costs incurred by tenants.....	13
3.7 Prohibition against use of strata lot as a short-term accommodation	14
4. Inform Strata Corporation.....	15
5. Alterations to a strata lot or the common property	15
Application procedure	16
Conditions for approval.....	16
Specific prohibitions	18
5.1 Flooring.....	18
5.2 Heat Pumps, Air-conditioners, and Ventilation Systems	20
6. Alterations made without permission	25
7. Permit entry to strata lot	26
Division 2 - Powers and Duties of Strata Corporation	27
8. Repair and maintenance of property by Strata Corporation	27
8.1 Develop and enforce rules	28
Division 3 – Council	28
9. Council size and eligibility	28
10. Council members' terms and election.....	28
11. Removing council member.....	29
12. Replacing council member	29
13. Officers	29
14. Calling council meetings.....	30

- 15. Requisition of council hearing30
- 16. Quorum of council..... 30
- 17. Council meetings and decision making between meetings30
- 18. Voting at council meetings31
- 19. Minutes and communications to and from council.....31
- 20. Delegation of council's powers and duties.....32
- 21. Spending restrictions.....32
- 21.1 Acquisition or disposal of personal property by the Strata Corporation.33
- 22. Limitation on liability of council member33
- Division 4 - Enforcement of Bylaws and Rules33
- 23. Enforcement procedure and options.....33
- 23.1 Small claims forced sale and CRT actions.35
- 24. Legal costs and costs to remedy a contravention.....35
- Division 5 - Annual and Special General Meetings36
- 25. Person to chair meeting.....36
- 26. Participation by other than eligible voters36
- 27. Voting.....36
- 28. Order of business37
- 29. Holding general meetings by electronic means38
- Division 6 - Miscellaneous40
- 30. Insurance and risk allocation40
- 31. Anti-harassment bylaw.....44
- 32. Prohibition against growing, and sale of cannabis and controlled substances45
- 33. Smoking bylaw45

Interpretation

- (1) For the purpose of interpretation of these bylaws and any amendments, additions, or alterations to them:
 - (a) “the Act” means the *Strata Property Act*, SBC, 1998, c.43, as amended;
 - (b) “bylaw” means a bylaw of the Strata Corporation;
 - (c) “common asset” means:
 - (i) personal property held by or on behalf of a strata corporation, and
 - (ii) land held in the name of or on behalf of a strata corporation, that is:
 - (1) not shown on the strata plan, or
 - (2) shown as a strata lot on the strata plan;
 - (d) "common property" means
 - (i) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - (ii) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
 - (1) within a floor, wall or ceiling that forms a boundary
 - (a) between a strata lot and another strata lot,
 - (b) between a strata lot and the common property, or
 - (c) between a strata lot or common property and another parcel of land, or
 - (2) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
 - (e) “common expense” means expenses relating to the common property and common assets of the Strata Corporation, or required to meet any other purpose or obligation of the Strata Corporation;
 - (f) “contingency reserve fund” means a fund for common expenses that usually occur less often than once a year or that does not usually occur;
 - (g) “limited common property” means common property designated for the exclusive use of the owners of one or more strata lots, e.g. balconies;
 - (h) “manager” means an agent or employee of the property management company retained by the Strata Corporation from time to time to provide management assistance to the Strata Corporation;
 - (i) “majority vote” means a vote in favour of a resolution by more than ONE HALF (1/2) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
 - (j) "occupant" means a person, other than an owner or tenant, who occupies a strata lot;

- (k) "owner" means a person, including an owner developer, who is a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or unless there is:
 - (i) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
 - (ii) a registered life estate, in which case it means the tenant for life;
 - (l) "operating fund" means a fund for common expenses that usually occur either once a year or more often than once a year;
 - (m) "regulations" means the *Strata Property Regulations* of British Columbia;
 - (n) "residential strata lot" means a strata lot designed or intended to be used primarily as a residence;
 - (o) "rule" means a rule of the Strata Corporation;
 - (p) "Strata Corporation" means The Owners Strata Plan VIS3836;
 - (q) "strata plan" means Strata Plan VIS3836;
 - (r) "strata lot" means a lot shown on a strata plan;
 - (s) "tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in Section 199 the Act or a tenant for life under a registered life estate;
 - (t) "¾ vote" means a vote in favour of a resolution by at least THREE-QUARTERS (3/4) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting; and
 - (u) "unanimous vote" means a vote in favour of a resolution by all the votes of all the eligible voters.
- (2) Headings are inserted in these bylaws for convenience only and have no bearing on the interpretation of these bylaws.
- (3) If any bylaw or part of a bylaw is found to be illegal, unenforceable, void, or voidable for any reason by a court of competent jurisdiction, such bylaw or part of a bylaw shall be deemed severed from the remainder and the remainder will remain in full force and effect.

Division 1 -- Duties of Owners, Tenants, Occupants, and Visitors

1. Payment of strata fees

- (1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Owners must, before the first day of the month following the holding of each annual general meeting, authorize electronic debit or electronic funds transfer for payment of their monthly assessments.

- (3) An owner's signature on the consent form authorizing monthly electronic transfers is deemed to include authorization to readjust the amount transferred in accordance with strata fees in the budget passed by the Annual General or Special Meeting of owners each year.
- (4) New owners who purchase a strata lot at any time during the fiscal year must, within SEVEN (7) days following the date of the completion of the sale of the strata lot, authorize electronic debit or electronic funds transfer for payment of their monthly assessments as required to cover the strata fees for the remainder of the fiscal year.
- (5) The Strata Corporation may charge interest at the rate of up to TEN PER CENT (10%) per annum, compounded annually, on all late strata fees and special levies. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the Act.
- (6) The Strata Corporation may charge an owner the greater of FIFTY DOLLARS (\$50) or the amount charged to the corporation by its financial institution in relation to a dishonored payment by that owner for any declined electronic funds transfer issued by that owner.

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) Owners:
 - (a) are responsible for and must repair, maintain, and replace any improvements, alterations and additions made to their strata lot, or limited 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 their strata lot, or the common property that is caused by or arises out of the failure to repair, maintain, or replace any improvements, alterations and additions made to their strata lot, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot, and
 - (c) must remove and replace or pay for the extra cost of the removal and replacement of any improvements, alterations and additions made to their strata lot, or limited common property, to allow the strata corporation to gain access to an underlying building component that it must repair and maintain under the Act or these bylaws, for the purpose of repairing or maintaining that component.
- (4) Owners, occupants, and tenants must not allow a strata lot to become unsanitary, or a source of odours, pests, or a hazard, and must not leave, pile, or store an unreasonable amount of personal belongings, garbage, recycling, or compost in a strata lot or on a balcony or patio.
- (5) If an owner, occupant, or tenant is found to have breached subsections 2(1) to 2(4), 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) charge the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but
 - (c) not lien for the cost of the remedial work.
- (6) 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. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the Strata Corporation may, pursuant to Section 85 of the 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.
- (7) If the owner fails or refuses to pay for the cost of the remedial work pursuant to subsection 2(6), then the Strata Corporation may place a lien against the owner's title to secure their claim for such cost.
- (8) Smoke alarms are the responsibility of the owner and must be kept in working order.

2.1 Hot-water Tanks

- (1) Owners, occupants, and tenants must:
- (a) ensure that their hot-water tank has a drip pan and is always in proper operating condition,
 - (b) replace their hot-water tank immediately upon it exhibiting signs of leaking, rusting, wear, or deterioration in performance or based on the owner's insurance company policy.
- (2) After the effective date of this bylaw, any replacement tank must be new and must be installed with a drip pan and an overflow pipe capable of discharge into a drain. The council may grant an exemption to this bylaw in writing if the space provided for the hot water tank cannot reasonably accommodate a drip pan or if there is no accessible drain in such space.
- (3) If an owner, occupant, or tenant fails or refuses to:
- (a) replace their defective hot-water tank within the time specified by subsection (1)(b); or
 - (b) provide proof of the replacement of the hot-water tank upon request
- then the Strata Corporation may fine the Owner or tenant and/or enter the Strata Lot on seven days' written notice to replace the hot water tank and charge any related costs and expenses back to the relevant owner or tenant including legal costs on a full indemnity basis.
- (4) Owners, occupants, and tenants with an on-demand tankless water heater must ensure their water heater is always in proper operating condition and serviced on a biennial basis starting in the even numbered years.

2.2 Gas Appliance Inspection, Repair and Maintenance

- (1) Owners with gas appliances including but not limited to fireplaces, must install a CO (carbon monoxide) detector in their condo and replace it every five or ten years depending on manufacturers recommendation.

- (2) Owners of strata lots with gas fireplaces and gas appliances, including but not limited to stoves, heaters, and hot water heaters etc., must repair and maintain them and must:
 - (a) have their fireplaces and appliances inspected and maintained on a biennial basis, starting in the even number years, by a licensed gas fitter,
 - (b) If requested, provide a copy of the invoice and receipt for the biennial inspection to the Strata Council by no later than October 1 of each year.
- (3) If an owner fails or refuses to have their gas fireplace and any gas appliances inspected and maintained, or to provide a copy of the invoice and receipt for the biennial inspection and maintenance to the Strata Council or property manager by October 1 of each year, as required by subsections (1)(a) and (b) then the Strata Corporation and its agents and contractors may upon SEVEN (7) days written notice, enter into the strata lot, perform an inspection and charge back the owner the cost of the inspection.
- (4) If the person carrying out the inspection under subsections (1)(a) or (2) recommends that the owner carry out repairs to the gas fireplace or gas appliance, then the Owner must carry out any such recommended repairs within 30 days and provide the Council with a copy of the invoice for any such repairs.
- (5) If an owner fails or refuses to have their gas fireplace or gas appliance repaired, or to provide a copy of the invoice and receipt for the repairs to the Strata Council as required by subsection (3), then the Strata Corporation and its agents and contractors may upon SEVEN (7) days written notice, enter into the strata lot, perform the repairs and charge back the owner the cost of the repairs.
- (6) The Strata Council may provide an extension in writing to any of the timelines set out in subsections (1) to (4).
- (7) The Strata Council may grant a written exemption to permit an owner not to have their gas fireplace inspected, to owners of strata lots that will be left vacant for extended periods during the winter months with gas fireplaces deactivated.
- (8) Owners seeking an exemption must submit a written request to Council and ensure that the pilot light in their fireplace has been turned off.
- (9) If the gas to a fireplace has been turned off at source, then the fireplace and/or gas appliances must be inspected before it can be turned back on.

3. Use of property

- (1) Owners, tenants, occupants, or visitors must not use a strata lot, the common property, or common assets in a way that:
 - (a) causes a nuisance or hazard,
 - (b) causes unreasonable noise at any time; or any sustained noise or repetitive noise that is clearly audible in another strata lot between the hours of 11:00 pm and 7:00 am,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,

- (d) is illegal, contrary to any statute, rule, bylaw, or ordinance of the federal, provincial, or municipal government,
 - (e) is contrary to a purpose for which the strata lot or common property is intended; each strata lot is intended for use only as a private dwelling for one family as set out in bylaw 3.5.
- (2) Owners, tenants, occupants, or visitors must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.
 - (3) Owners, tenants, or occupants must not alter the settings of the crawlspace heaters and fans or venting in the attic space without prior written permission of strata council.
 - (4) Any damage or costs resulting from unauthorized setting of crawlspace fans and heaters by the owner shall be the responsibility of the relevant owner or tenant.
 - (5) Owners, tenants, occupants, or visitors must not temporarily or permanently store or place anything not approved in writing by council, on or in common property (including but not limited to the grounds, driveways, crawlspaces, attics, and exterior areas adjacent to their strata lot). Exemption: This bylaw does not apply to potted plants or a small table and chairs placed by an owner or tenant on common property adjacent to a strata lot.
 - (6) Owners, tenants, occupants, or visitors must not store athletic or exercise equipment on limited common property which is visible from the outside of the building. Only form fitting covers may be used to cover any items stored on exterior limited common property. Tarpaulins may not be used at any time.
 - (7) No pictures, paintings, decorations (except for decorative wreaths on entry doors and holiday decorations during a holiday season) may be placed in any common area by any owner, tenant, occupant, or visitor.
 - (8) Bicycles, mopeds, golf carts, kayaks, canoes, or other similar conveyances may not be parked or stored on limited common property or common property.
 - (9) Owners, tenants, or occupants must not erect antennas for radios, televisions, satellite dishes, citizens bands or other forms of transmitting or receiving devices on the strata lot without the written approval of Council.
 - (10) Where window coverings of a strata lot (e.g., such as drapes, blinds etc.) are visible from the common property or from another strata lot, they shall be kept in good repair and be neutral in color. The Strata Council will determine the acceptability of such coverings if there is a complaint.
 - (11) No blinds or other window coverings are permitted on garage door windows.
 - (12) Owners, tenants, occupants, or visitors must not hang, or permit to be hung, any laundry or washing on common property, or in or about the strata lot in any manner which may be visible from outside the strata lot.
 - (13) Deep freezers, refrigerators or any similar appliances must not be kept, stored, or used on patios or balconies.

- (14) Owners, tenants, occupants, or visitors must not do or permit anything to be done that may cause damage to plants, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds to damage them or prevent growth, or to interfere with the cutting of the lawns or the maintenance of the grounds.
- (15) Barbecue use is permitted on the exterior of all strata units, subject to the following:
 - (a) Barbecues may only be placed or used on balconies,
 - (b) Barbecues must be powered by natural gas (preferred), propane, or electricity only,
 - (c) All strata lots with a barbecue must have a 5lb ABC fire extinguisher in working condition on the balcony,
 - (d) Propane users are limited to keeping up to one TWENTY (20) lb. tank, and one FIVE (5) lb. tank; propane tanks may only be stored on a balcony or patio; only one propane appliance may be used at one time (e.g., cannot use a splitting adapter on tank to use a fire table and BBQ at the same time).
- (16) Owners, tenants, and occupants must maintain a level of heat within their strata lot, including apartments and garages, to prevent freezing of waterlines.
- (17) During any period where the strata lot is vacant for longer than 5 days, provisions must be made to ensure that their strata lot is inspected at least once every seven days. Consider having water turned off while absent for an extended period.

Debris and Sanitation

- (18) Nothing (including water) may be swept, shaken, or thrown out of windows, doors or off the balconies of strata lots or common property. Power washing balconies is prohibited without the express written consent of the Council.
- (19) Owners, occupants, and tenants must
 - (a) properly wrap and tie or fasten all garbage and place in the container provided for garbage disposal,
 - (b) not place cardboard, newspapers, recyclable or refundable items in the container provided for garbage disposal. These items must be recycled by the owner, tenant, or occupant at an off-site recycling depot,
 - (c) not dump or leave mattresses, furniture, or other large items in the garbage bin or on the common property,
 - (d) not dump or leave garbage, packaging materials or construction debris from alterations in the Strata Corporation's garbage and recycling bins (if available).
- (20) In the event that an owner's, occupant's, or tenant's dumping results in the Strata Corporation being fined, up-charged, or subjected to additional costs by its garbage / recycling service provider or other contractor to clean up the dumping, then the Strata Corporation may, in addition to any fine imposed by the Strata Corporation, invoice the responsible owner, occupant or tenant the amount of the fine, cost, up-charge or additional costs imposed on the Strata Corporation.

Marketing activities by owner – strata lot sale

- (21) Owners or the owner’s agent may not post real estate, for rent or for sale signs on any part of the interior or exterior of their strata lot.
- (22) Owners or the owner’s agent must use the approved Real Estate Tree for advertising the sale or rental of a strata lot.
- (23) Any sign placed on the real estate tree (located on Comox Avenue) must be professionally finished and be no larger than 10” x 30” wide.

3.2 Vehicles and parking

- (1) All vehicles (including but not limited to cars, trucks, vans, and motorcycles) of owners and their spouses and other occupants and tenants, must be registered with the Strata Council via the **Resident Information Sheet** to be completed within two weeks of new owners moving in and updated if there is any change to vehicle information. All vehicles must have current registration and insurance.
- (2) An owner, occupant or tenant may not store or park more than two vehicles per strata lot that they own, rent, or occupy within the strata complex, at any one time.
- (3) Any vehicle parked for more than **60 minutes** within the strata complex must display either an owner’s or visitor’s parking pass supplied by strata council.
- (4) Owners with garages that share a wall with the habitable portion of their strata lot, must install a CO (carbon monoxide) detector in their garage and replace it every five years or ten years depending on the manufacturer’s recommendation.
- (5) For the purposes of this bylaw, parking is defined as “a vehicle not in motion for a period in excess of 30 minutes”.
- (6) Parking is restricted to covered garages, carports, and surface parking stalls. Parking in fire lanes, roadways and other common property or restricting access/egress to parking garages/stalls is not permitted. Open parking stalls designated as Small Car may be used only for vehicles that fit entirely within the lines.
- (7) No owner shall park or permit a visitor to park any boat, trailer, or commercial vehicle anywhere in the complex. (This bylaw does not apply to the normal process of loading or unloading, or to vehicles servicing strata lots). A recreational vehicle, which fits entirely within the painted lines of a surface parking stall, may be parked within the complex for a maximum of 24 hours, but must not connect to any common property utility and no power cords or hoses may cross common property.
- (8) Washing of vehicles is permitted in any carport, surface parking stall or non-restricted roadway.
- (9) Minor vehicle maintenance, repairs and restoration are permitted in garages only.
- (10) An owner, occupant, tenant, and their visitors must not:
 - (a) conduct repairs, modifications, maintenance, or servicing to a motor vehicle on the common property other than replacing or repairing wipers, lights, or batteries,

- (b) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the Strata Corporation or impede their ability to access or egress the Strata Corporation, parking stalls, carports, or vehicles,
 - (c) charge an electric vehicle or recreational vehicle without the express written consent of the Council, or
 - (d) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (11) Owners, tenants, occupants, or visitors must promptly clean up any spilled or leaked automotive fluids and are responsible to make good any damage caused by such leaks or spills.
- (12) Garages must not be used exclusively for storage unless owner does not own a vehicle (or two vehicles if the owner has two designated parking spots).
- (13) Owners, tenants, occupants, or visitors must upon at least FORTY-EIGHT (48) hours' notice from the Strata Corporation, remove a vehicle from common property to allow the Strata Corporation to carry out repairs and maintenance.
- (14) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within TWENTY-FOUR (24) hours from the date of delivery of such notice, the Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (15) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (16) In addition to the rights conferred by subsections (14) and (15) the Strata Council has the right to immediately tow any vehicle without notice which is parked in violation of subsections (3) or (10)(b) or (13).
- (17) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.
- (18) The following units have permission to park a vehicle in front of their garage – 104, 103, 105, 106; 201; 404, 405, 406, 407, 412, and 413 unless this space is required for a visitor or a contractor visiting that unit.
- (19) An owner, occupant, or tenant must always park their vehicle in the garage or carport assigned to their strata lot except when heavy snow or icy conditions prevent access or if they have permission to park in front of their garage as per subsection (18).
- (a) Owners, tenants, and occupants with one vehicle and one garage must always park the vehicle in the garage (except for a 60-minute window to load/unload),
 - (b) Owners, tenants, and occupants with two vehicles and one garage and who are not allowed to park in front of their garage, must always park one of their vehicles in the garage and may park their second vehicle in an open parking stall,

- (c) Owners, tenants, and occupants with two vehicles and two parking spots (garage or carport) must always park both vehicles in their garage or carport (except for a 60-minute window to load/unload),
 - (d) Nothing, including bikes and scooters, can prevent a vehicle from being parked in a garage.
- (20) Council may, upon written application by the owner, occupant, or tenant, grant a time-limited waiver to any of these parking bylaws under exceptional circumstances.

3.3 Pet restrictions

- (1) Owners, tenants, occupants, or visitors do not keep any pets on a strata lot other than ONE (1) of the following:
 - (a) a reasonable number of fish or other small aquarium animals in a tank smaller than 80 liters,
 - (b) up to TWO (2) small, caged mammals,
 - (c) up to TWO (2) caged birds,
 - (d) one small to medium size dog which must be no more than 60 lbs. in weight or one cat.
- (2) Owners, tenants, occupants, or visitors must not allow any pets to be domiciled on a balcony or patio or be tied or otherwise secured within the limits of a limited common property, balcony, or patio.
- (3) Owners, tenants, occupants, or visitors must ensure that all animals are leashed or otherwise secured, and accompanied by the animal's owner or a competent handler when on the common property or on land that is a common asset. An owner, tenant, occupant, or visitor must ensure that all animals are kept under control on a short leash, when walking on paths or roadways.
- (4) Owners, tenants, occupants, or visitors is responsible for the immediate clean up and the proper disposal of waste from their pets when on common property.
- (5) Owners, tenants, and occupants must identify, list, and register their pets on the Resident Information Sheet within 14 days of the pet residing in the Strata Corporation.
- (6) Pets must not cause a nuisance, damage, or be aggressive to other strata lot owners, tenants, occupants, or their pets.
- (7) Damages caused by pets to the common property or common assets and injuries caused to any person or pet, are the responsibility of the relevant owner, tenant, occupant, or visitor, in accordance with these bylaws and any applicable law.
- (8) Owners, tenants, occupants, or visitors must not feed any wild animals or birds from their strata lot or common property, with the exception of hummingbirds.
- (9) Should the Council receive complaints about a pet (which must be in writing) it will investigate the complaints and if any pet is found to:
 - (a) be residing in the Strata corporation contrary to subsection (1),
 - (b) be aggressive to other people or pets,

- (c) have caused damage to the common property, and/or
- (d) have repeatedly caused a nuisance or unreasonable noise.

then the Council may send a warning letter to the owner or occupant and tenant, fine the owner, require the owner or occupant and tenant to repair any damage caused by the pet, or require said owner, occupant, or tenant to remove such pet from the Strata corporation on THIRTY (30) days written notice.

- (10) The behavioral restrictions set out in this bylaw shall apply equally to pets of any visitors of an owner, occupant, or tenant, and all owners or occupant and tenant shall be liable for any penalties imposed for violations of the terms and conditions of this bylaw by any visitor or guest to their strata lot.
- (11) A pet will be deemed to be residing in a strata lot if it spends more than 60 days in a calendar year in that strata lot.

3.4 Not Used

3.5 Single Family Use

- (1) Owners, tenants, occupants, or visitors may only use their strata lot as a single-family dwelling.
- (2) No more than FOUR (4) people may reside in a strata lot at any given time without the express written consent of council.
- (3) A person will be deemed to be residing in a strata lot if such person spends more than 60 nights in a calendar year in that strata lot.
- (4) Owners, tenants, occupants, or visitors must not make any use of a strata lot that results in clients, customers or employees attending the strata lot or coming onto the common property for business or commercial purposes.

3.6 Provision of Form K and Tenancy Agreement and Landlord's responsibility for fines and costs incurred by tenants.

- (1) Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
 - (a) deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
 - (b) provide the Strata Corporation with written notice of each tenant's name, phone number and email address, and the name of all occupants who will be residing with the tenant and their contact information (if any);
 - (c) within two weeks of renting a strata lot, provide the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by all tenants, in accordance with Section 146 of the Act; and
 - (d) provide a copy of the tenancy agreement with their tenant to the Strata Corporation.

- (2) Unless exempted by the Council in writing, all non-resident owners must provide an email address to the Strata Corporation for the purpose of receiving notices, records, or documents from the Strata Corporation.
- (3) The Strata Corporation may provide owners, occupants, and tenants with documents, notices of council meetings, general meetings, and electronic general meetings by email to the email address provided by them under subsections (1) and (2) above.
- (4) Owners who fail to provide a Form K and/or their tenancy agreement as required by these bylaws may be subject to a fine of up to \$200 per week, until the Form K has been provided.
- (5) If a tenant, or a tenant's occupant is accused of contravening a bylaw or being responsible for damage or remedial costs then the Strata Corporation must follow the procedure set out in Section 135 of the Act with the tenant, before levying the cost of any damages, or a deductible, a fine, or any other remedial cost against the tenant. The Strata Corporation must not take action directly against the owner without first giving due process to the tenant.
- (6) If after complying with subsection (5) 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.
- (7) If the landlord or owner pays some or all the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.
- (8) Where a tenant or occupant fails to pay a user fee imposed under the bylaws or rules for a use of common property or common assets, the strata corporation may inform the landlord or owner of the strata lot at which the tenant or occupant resides of the unpaid fee and collect it from the landlord or owner.

3.7 Prohibition against use of strata lot as a short-term accommodation

- (1) For the purposes of this bylaw "short-term accommodation" means:
 - (a) the use of all or a part of a strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under SIXTY (60) days, and without limitation includes vacation accommodation, executive accommodation, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation.
 - (b) and includes situations involving any of the uses set out in subsection (1)(a) where a licence is granted or an accommodation agreement is entered into for a period of longer than SIXTY (60) days, where the occupant under the licence agreement or tenant under the accommodation agreement occupies the strata lot for less than a period of SIXTY (60) days; but
 - (c) does not include the accommodation of visitors without receipt of remuneration.
- (2) Owners, occupants, and tenants may not:
 - (a) use all or any part of their strata lot for use as a short-term accommodation; or
 - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as a short-term accommodation.

- (3) Where an owner, occupant or tenant contravenes subsection (2)(a) the Council may fine the responsible owner or tenant up to ONE THOUSAND DOLLARS (\$1,000) or such higher amount as then permitted under the *Strata Property Regulation*, for each night the strata lot is used as a short-term accommodation.
- (4) Where an owner, occupant or tenant contravenes subsection (2)(b) the Council may fine the responsible owner or tenant up to TWO HUNDRED DOLLARS (\$200) or such higher amount as then permitted under the *Strata Property Regulation*, for each time the strata lot is advertised or marketed as being available for use as a short-term accommodation.

4. Inform Strata Corporation

- (1) Within TWO (2) weeks of becoming an owner, owners must complete the **Resident Information Sheet** and return the completed form to the Strata Corporation. The owner must promptly provide written notification to the Strata Corporation of any changes to this information.

5. Alterations to a strata lot or the common property

- (1) It is the intent of this bylaw that liability for alterations shall attach to the owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Alteration Agreement. The Strata Corporation will ensure that a copy of all Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that strata lot. Alteration Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.
- (2) This bylaw does not apply to alterations that were constructed or installed before the adoption of this bylaw. The approval of alterations that existed prior to the adoption of this bylaw, continue to be governed by the bylaws in effect at the time the alteration was approved. The repair and maintenance of alterations that existed prior to the adoption of this bylaw, whether or not they were approved by Council at the time, is governed by bylaws 2(3) and 8(2). The adoption of this bylaw does not grandfather pre-existing unapproved alterations.
- (3) Before changing, upgrading, modifying, removing, constructing, or replacing any of the following:
 - (a) the structure of a building,
 - (b) the exterior of a building (including paint),
 - (c) things attached to the exterior of a building,
 - (d) doors including door locks and door handles, 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,
 - (e) mechanical, electrical, or plumbing systems within the walls or which require a permit to replace, excluding the end-use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets,
 - (f) fireplaces and vents,

- (g) heat pumps, HVACs, or air conditioners,
 - (h) flooring in a strata lot located above the ground floor,
 - (i) railings, glass enclosures, or similar structures that enclose a balcony or yard,
 - (j) interior or exterior walls (the removal, demolition, significant modification, or construction of only), and
 - (k) common property,
- (herein referred to as an “Alteration”) an owner must first obtain permission in accordance with subsections (4) to (7) below.

Application procedure

- (4) Only owners may make Alterations. Owners must apply in writing for permission to carry out an Alteration, at least SIX (6) weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
 - (a) details of the proposed Alteration,
 - (b) detailed plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions,
 - (c) name of proposed contractor(s) who will perform the work,
 - (d) any other documents or information which the Council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an Alteration, the Council shall, in writing, within FOUR (4) weeks from the date of receipt of the Application or an Amended Application:
 - (a) request further information,
 - (b) approve the Application or Amended Application,
 - (c) schedule a council hearing on the Application, or
 - (d) reject the Application or Amended Application.
- (6) The Council must not unreasonably refuse to permit an owner to make an Alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed Alteration must be proportionate with the type and extent of the proposed Alteration and its potential impact on other strata lots and the building as whole.

Conditions for approval

- (7) As a condition of approving an Alteration, the Council may require an owner to do one or more of the following:
 - (a) assume responsibility for any expenses related to the Alteration,
 - (b) perform the work or cause the work to be performed at the owner's sole cost,
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes, and bylaws,

- (d) produce a copy of a valid building permit to the Council prior to the commencement of the work, if required by the Municipality,
- (e) employ qualified, licensed, and insured contractors or subcontractors to perform the work,
- (f) if the proposed Alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the Strata Corporation, to prepare specifications, provide inspection and certification service for the work,
- (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Council, failing which the Strata Corporation may perform the work and collect the costs of same from the Applicant, including costs as between a solicitor and client,
- (h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work,
- (i) ensure that exterior Alterations must complement the decor, colour, and quality of materials of the existing building,
- (j) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and client,
- (k) obtain and maintain liability insurance of up to TWO MILLION DOLLARS (\$2,000,000) and name the Strata Corporation as a co-insured party in the event of any claims which may arise against it from any person, related to possible damage incurred during the Alterations,
- (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance, and replacement costs, plus insurance for the betterment to the satisfaction of the Council,
- (m) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding residents and shall ensure that all work is conducted between the hours of 8:00 am and 6:00 pm Monday to Saturday and not on Sundays or public holidays,
- (n) execute an Alteration Agreement that reflects and is proportionate to the scope of the proposed Alteration, and which is satisfactory to the Strata Corporation,
- (o) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration Agreement,
- (p) remove and clean up any debris left outside the strata lot and on the common property by the end of each day,
- (q) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, Section 70(4) of the Act,

- (r) cover the cost of repairing any damage incurred or of further clean-up of the common property necessitated as a result of the Alteration,
 - (s) provide their own recycling and waste disposal bins and remove them immediately following completion of the Alteration; and
 - (t) any other conditions reasonably required in the opinion of the Council given the nature of the proposed Alteration.
- (8) If an owner fails to supply satisfactory evidence of compliance with the British Columbia Building Code, the Council may, at the cost of the owner, engage an independent professional consultant/inspector to determine whether the Alteration complies with the Building Code.

Specific prohibitions

- (9) An owner, tenant, or occupant must not install, place or use:
 - (a) hot tubs, Jacuzzi tubs, jetted tubs, of any kind, or
 - (b) sheds, lean-tos, or other large outdoor storage, or
 - (c) any exterior alterations that interfere with the views from another strata lot.
- (10) An owner, tenant, or occupant must not remove or decrease any noise abatement or reduction building components incorporated into the original construction of the building.
- (11) An owner, tenant, or occupant must not do any act, nor alter the common property, in any manner, which in the opinion of the Council will significantly alter the use, or appearance of the common property without first obtaining a $\frac{3}{4}$ vote of the owners pursuant to Section 71 of the Act.

5.1 Flooring

- (1) The FIIC ratings set out in these bylaws do not apply to flooring that was installed prior to the adoption of this bylaw.
- (2) An owner, occupant or tenant of a strata lot who wishes to remove, replace, change, alter or install any flooring (“New 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 New Flooring, and
 - (b) obtain the Council’s express written consent.
- (3) Upon receiving the Council’s express written consent, the owner, occupant, or tenant:
 - (a) must prior to removing the existing flooring or installing New Flooring provide the Council with proof of purchase of the New Flooring,
 - (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) must not fasten or glue tile, linoleum, vinyl, self-sticking products to the original concrete floor in entranceways, laundry rooms, bathrooms, kitchens, or utility rooms, as this provides no soundproofing,
 - (d) 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:
 - (e) notwithstanding subsection (3)(d), New Flooring installed in a kitchen that is located over a bedroom must meet or exceed 55 FIIC,
 - (f) must ensure that any New 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,
 - (g) 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
 - (h) must allow the Council or its designate to enter 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 about the New Flooring.
- (4) If 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 must investigate the noise complaints and if the Council finds the New Flooring is causing or contributing to a nuisance or unreasonable noise, then it may require the owner or tenant of the strata lot with the New Flooring to take reasonable steps to reduce noise transmission including but not limited to:
- (a) installing additional or thicker area rugs in high traffic areas,
 - (b) walking barefooted or with slippers, or
 - (c) installing felt pads on furniture legs.
- (5) If the remedial action taken does not stop the noise complaints, then the owner of the New Flooring, must 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 subsection (3), then the Strata Corporation may equally share the cost of testing the New 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 (3), 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 New Flooring,
 - (ii) cover the New Flooring in rooms other than laundry rooms, bathrooms, and kitchens, with carpeting, and / or

(iii) remove the New Flooring and replace it with flooring that conforms with this bylaw.

5.2 Heat Pumps, Air-conditioners, and Ventilation Systems

- (1) This bylaw applies in addition to the requirements of the bylaws governing Alterations to a strata lot and the common property, and where there is a conflict between these bylaws and those bylaws, this bylaw takes precedence.
- (2) The approval of this bylaw is deemed to meet the requirements of Section 71 of the Act, and no further $\frac{3}{4}$ vote of the owners is necessary to approve the installation of a HVAC System on the common property areas specified in this bylaw, in accordance with the terms of this bylaw, but Owners who wish to install the exterior fan, compressor, and coil unit of their Exterior HVAC Systems in a location other than those set out in subsection (9) or which otherwise does not meet the requirements of this bylaw must obtain a $\frac{3}{4}$ vote of the owners to approve the installation.
- (3) In this bylaw,
 - (a) “HVAC System” includes but is not limited to air conditioners, heat recovery systems, heat pumps, or any other device that heats, cools, or provides supplemental ventilation to a strata lot excluding individual fans that do not require ducting and are not connected to a larger system.
 - (b) “Portable HVAC System” means an HVAC System that is wholly located inside the building envelope of a strata lot, but which vents outside through an existing window or door and does not require the penetration of the building envelope.
 - (c) “Interior HVAC System” means an HVAC System that is wholly located inside the building envelope, but which vents and / or drains outside through a penetration of the building envelope.
 - (d) “Exterior HVAC System” means an HVAC System other than an Interior HVAC System that is located partially on the exterior of the building and is a mini-split or ductless system, and
 - (e) “Window Mounted HVAC System” means an HVAC System that is mounted in a window frame and where, typically, much of the unit protrudes outside the window.
- (4) Owners, occupants, and tenants must not install or use a Window Mounted HVAC System.
- (5) Owners, occupants, and tenants who wish to install or use a Portable HVAC System do not need to enter into an Alteration Agreement provided that the proposed Portable HVAC System complies with the following requirements:
 - (a) the Portable HVAC System is fully self-evaporative or, if it contains a condensate tank or reservoir then it must have a sensor which shuts down the appliance if the tank or reservoir is full; and
 - (b) does not exceed the noise limits set out in subsection (15) when in use and measured in or on another strata lot.
- (6) If an owner, occupants, and tenants install or uses a Portable HVAC System that does not comply with the requirements of subsection (5), then the Strata Council may fine the

occupants and tenants or order the occupants and tenants to remove the Portable HVAC System at their own expense.

(7) Owners who wish to install:

(a) an Interior HVAC System or Exterior HVAC System must apply in writing to the Strata Corporation and (except as exempted by the Council in writing) provide all of the following information with their application, prior to commencing any installation work:

- (i) the make and model of the proposed HVAC System,
- (ii) the specified maximum decibel levels of the proposed HVAC System while in operation (including start up or defrost cycles),
- (iii) an installation plan for the proposed HVAC System which must include the information set out in subsections (7)(b) and (7)(c),
- (iv) the name of the installer and proof that the installer is licensed by Technical Safety British Columbia, and has WorkSafe BC coverage and has a minimum of \$2,000,000 million dollars in liability insurance,
- (v) a letter or letters, if requested by the Council, from one or more competent professionals stating that the HVAC System and installation will:
 - i. comply with the requirements of the Building Code with respect to:
 - (a) any penetration and sealing of the building envelope,
 - (b) any attachment of equipment to the building envelope (excluding unit umbilical cords or pipes and line set covers),
 - ii. not exceed the existing available electrical load capacity of the individual Strata Lot electrical service panel,
 - iii. not exceed the maximum decibel ratings specified in subsection (15),

(b) an Interior HVAC System must, in addition, set out in their application:

- (i) the proposed location and size of the vents and /or drains for an Interior HVAC System,
- (ii) the proposed location of the Interior HVAC System within their strata lot,

(c) an Exterior HVAC System must, in addition, set out in their application:

- (i) the proposed location of any penetrations of the building envelope,
- (ii) the proposed location of any part of an Exterior HVAC System located outside of the building,
- (iii) the acoustic screening / sound baffling / vibration suppression techniques, equipment or materials that are proposed to be used, if any; and
- (iv) the visual screening to be used, if any.

(8) If an Owner, Occupant or Tenant commences installation work on an Interior HVAC System or External HVAC System without having received approval from the Strata

Council, the Strata Council must order work to stop on the installation until approval has been received; and if work is not stopped or approval is not received after a period of time the Strata Council deems reasonable, the Strata Council must order or cause the HVAC System to be removed at the Owner's expense.

- (9) The Strata Council must not approve an Owner's application to install an HVAC System unless it is satisfied that the Owner will meet the following requirements, in so far as those requirements are applicable to the installation of the proposed HVAC System:
- (a) Owners must install exterior components of an Exterior HVAC System on ultra-violet resistant vibration absorbing pads,
 - (b) Owners must position exterior components of an Exterior HVAC System so as to:
 - (i) ensure that the external components, except for pipes or wires, are not attached to or mounted on the buildings,
 - (ii) provide the required clearance spaces as defined by the manufacturer to ensure proper operation as well as sufficient space for servicing,
 - (iii) not block the opening of any window or door,
 - (iv) not be a climbing safety hazard near balcony railings,
 - (v) be located at least the minimum safe distance from any natural gas outlet and/or propane supply as defined by the British Columbia Safety Authority and the Canadian Gas Code,
 - (vi) have a vibration isolator on any anti-tipping bracket that is braced to the building structure, and
 - (c) Owners must ensure:
 - (i) that the exterior fan, compressor, and coil unit of an Exterior HVAC Systems is located in or on the common property located immediately adjacent to the applicant's Strata Lot; and
 - (ii) That the overall dimensions of the outdoor unit (height plus width plus depth) do not exceed 100 inches or 254 cm
 - (iii) That the exterior units must be energy star rated and be of the inverter type design
 - (d) Owners must not install pipes or wiring in common walls between strata lots, in the attic ceilings or in neighboring strata lots,
 - (e) Owners must ensure that external wiring, connections, 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 and that all cover set mounting screws are corrosion resistant, and that line set covers match previously installed products,
 - (f) Owners must 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,

- (g) Owners must wrap refrigerant lines and drains and insulate them to reduce condensation build up and locate the same as close to ground level as possible or practical,
 - (h) Owners must prepare the ground area around the condensation drain to ensure that any water runs away from the building and not back into it,
 - (i) Owners must assume responsibility for any expenses related to the installation, repair, maintenance, removal, or replacement of the HVAC System, including but not limited to the installation of any upgrade to the applicant's strata lot's electrical panel necessitated by the installation of the HVAC System,
 - (j) Owners must pay for any cost to relocate or replace any established vegetation as well as any changes required to the irrigation system arising out of the installation of an Exterior HVAC System,
 - (k) Owners must carry out annual maintenance of the HVAC System by a qualified technician,
 - (l) Owners must 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,
 - (m) Owners must produce a copy of a valid building permit to the Council prior to the commencement of the installation, if required by the municipality,
 - (n) Owners must employ qualified, licensed residential heating and cooling contractors with a valid B.C. business license, to perform the installation,
 - (o) Owners must execute a written Alteration Agreement in accordance with the Alteration bylaws in a form satisfactory to the Strata Corporation,
 - (p) Owners must obtain homeowner insurance for the 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,
 - (q) Owners must re-insulate the Common Property above the ceiling if any portion of an HVAC System is installed in a ceiling, and
- (10) The Strata Council must also refuse to permit the installation of a HVAC System if the Strata Corporation has an opinion from an acoustic engineer that the installation of any additional HVAC Systems on the exterior of a particular side of the building will result in the Strata Corporation contravening a municipal bylaw.
- (11) The installation of an HVAC System that requires the installation of a gas line will not be permitted.
- (12) Owners must provide a revised written application to the Council should any aspect of their HVAC System installation be amended in any way from their original application after the Council has approved it, and subsections (9) through (11) of this bylaw apply to that revised written application.
- (13) After installation of an Exterior or Interior HVAC System is completed, the Owner shall ensure that the contractor provides:

- (a) owner's manuals for all equipment, including operating instructions for safe operation of system,
 - (b) clearly labeled electrical distribution panel and relevant circuit breakers,
 - (c) names and contact details for recommended service provider(s),
 - (d) a maintenance schedule and plan, with a copy to Strata Council.
- (14) Owners must cause all manufacturer-specified maintenance to be completed by qualified service providers within the time periods specified in the manufacturer's maintenance schedule. The Owner is responsible for all costs associated with or arising out of the repair and maintenance of the HVAC System.
- (15) HVAC Systems must not produce noise louder than:
- (a) 45 decibels when operating and measured within any room in a strata lot of a neighboring strata lot with that strata lot's windows open, or
 - (b) notwithstanding subsection (a), between the hours of 9 pm and 7 am, 40 decibels when operating and measured inside the bedroom of another strata lot with the receiving strata lot's windows open, or
 - (c) 55 decibels when operating and measured:
 - (i) on the patio or balcony of a neighboring strata lot, or
 - (ii) at the property line for any neighboring properties.
- except that, if the ambient noise at the measurement location is measured at greater than specified decibel level with the HVAC System turned off, then the operation of the HVAC System must not increase the total measurable sound at the measurement location by more than two decibels.
- (16) The operation of an HVAC System must not produce vibration which causes a nuisance to the owners, occupants, or tenants of another Strata Lot.
- (17) Owners must ensure that any penetration of the building envelope is regularly checked.
- (18) In the event the Strata Corporation receives a complaint from an owner, occupant, or tenant of a Strata Lot near the Strata Lot where an HVAC System has been installed, the Council may require the owner of the Strata Lot with the 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 or other testing to determine the amount of noise or vibration being produced by the HVAC System.
- (19) If an HVAC System is found to produce noise or vibration in excess of the levels set out in this bylaw, the Council:
- (a) may require the owner of the Strata Lot with the HVAC System to pay for the cost of sound or other testing incurred by the Council, and
 - (b) may require the owner to take all steps necessary to reduce noise and vibration to permitted levels, including but not limited to:
 - (i) installing or upgrading existing anti-vibration measures around the HVAC System,

- (ii) installing or upgrading existing noise baffling around the HVAC System,
 - (iii) requiring that the owner, occupant, or tenant keep the fan speed at low to medium speeds; and/or
 - (iv) restricting the hours of the day when the HVAC System can be used.
- (20) If the remedies set out in subsection (19) do not bring the noise and vibration levels into compliance with the requirements of this bylaw, or resolve the complaint(s), the Council may require the owner to deactivate and remove the HVAC System, within 60 days following written notice to do so.
- (21) If an owner fails or refuses to deactivate and remove the HVAC System contrary to subsection (20), the Strata Corporation may remove the HVAC System, restore any penetrations to the building envelope and charge the strata lot's Owner back for the cost of such remedial work.
- (22) The owner of the strata lot who has entered into an Alteration and Indemnity Agreement for an HVAC System under this bylaw must inform any purchaser or tenant of their strata lot, of this agreement and cause such purchaser to execute a copy of this agreement and provide a copy of the same to the Strata Corporation before such owner conveys or assigns their strata lot.
- (23) Purchasers or subsequent tenants of strata lots with 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.

6. Alterations made without permission

- (1) If an owner, occupant, or tenant makes, installs, or constructs an alteration after the adoption of this bylaw without the prior written permission of the Council ("Unauthorized Alteration"), then the owner of that strata lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (2) The Council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter the strata lot on SEVEN (7) days written notice and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to Section 133 of the Act.
- (3) If the Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The Council is authorized to take legal proceedings including an application to the *Civil Resolution Tribunal* pursuant to Section 189.1 of the Act against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

7. Permit entry to strata lot

- (1) Owners, tenants, occupants, or visitors 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 FORTY-EIGHT (48) hours' written notice, to:
 - (i) inspect, repair, or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under Section 149 of the Act, alteration,
 - (ii) ensure compliance with the Act, the Regulations, and the bylaws, and
 - (iii) inspect fire alarms and to carry out other fire safety inspections.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) For the purpose of subsection (1)(a):
 - (a) an emergency is limited to actual or perceived:
 - (i) medical trauma or illness,
 - (ii) an alarm sounding,
 - (iii) fire or smoke,
 - (iv) water penetration, leakage, or flood,
 - (v) structural damage.
 - (b) authorized personnel are limited to at least two people, who must be:
 - (i) members of the Council,
 - (ii) manager.
 - (iii) emergency and/or rescue personnel or law enforcement, or
 - (iv) persons contracted by the Strata Corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (4) In addition to the requirements of subsection (3) in the event of an emergency entry without the owner's consent and where the strata lot was vacant at the time of entry, the Strata Corporation must provide a written report to the strata lot owner, within 48 hours setting out the details of the entry and the contact information of all persons who entered the strata lot during the emergency entry.
- (5) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the Strata Corporation shall have the right to gain entry by locksmith or force.
- (6) Owners, occupants, and tenants may provide an entry key to the Strata Corporation to facilitate entry to the strata lot for the purposes set out in subsection (1). Owners, and tenants

who wish to provide a key must enter into an agreement with the Strata Corporation governing the keeping and use of the key.

- (7) Owners, occupants, or tenants who refuse or fail to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and maintenance of property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all 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 limited common property 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) stairs, balconies, and other things attached to the exterior of a building,
 - (d) doors, windows, and skylights on the exterior of a building or that front on the common property, and
 - (e) fences, railings, and similar structures that enclose patios and balconies.
 - (d) A strata lot in a strata plan but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) stairs, balconies, and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights and the frames thereof on the exterior of a building or that front on the common property, and
 - (v) fences, railings, and similar structures that enclose balconies.
- (2) Notwithstanding subsection (1), the Strata Corporation is not obligated to maintain, repair or replace any alterations, additions, or improvements to their strata lot or limited common property, made by an owner or former owner, or any such alterations, additions, or improvements that were in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time that the strata lot has the benefit of such alterations, additions, or improvements.

- (3) Awnings, screen doors, upgraded skylights, and pull-down shades are alterations, additions, or improvements and are the responsibility of the strata lot owners to repair and maintain. The Strata Corporation will not repair and maintain them.

8.1 Develop and enforce rules

- (1) The council may pass and enforce rules governing the use, safety and condition of the common property and common assets.
- (2) The strata corporation must inform owners, occupants, and tenants of any new rules as soon as feasible.
- (3) If a rule conflicts with a bylaw of the strata corporation, the bylaw prevails.
- (4) A rule ceases to have effect at the first annual general meeting held after it is made, unless the rule is ratified by a resolution passed by a majority vote
 - (a) at that annual general meeting, or
 - (b) at a special general meeting held before that annual general meeting.

Once a rule has been ratified under subsection (4), it is effective until it is repealed, replaced, or altered, without the need for further ratification.

Division 3 – Council

9. Council size and eligibility

- (1) The Council must have at least THREE (3) and not more than SEVEN (7) members.
- (2) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
- (3) The only persons who may be council members are the following:
 - (a) owners,
 - (b) individuals representing corporate owners,
 - (c) spouse of an owner who is not registered on title,
- (4) No person shall stand for Council or continue to be on Council if the Strata Corporation is entitled to register a lien against that strata lot under Section 116(1) of the Act.
- (5) If a council member is unable to continue to be on Council pursuant to subsection 9(4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the Council may replace that member pursuant to bylaw 12.

10. Council members' terms and election

- (1) Subject to these bylaws, the term of office of a council member begins at the end of the general meeting at which the council member is elected and ends at the conclusion of the annual general meeting at which the new council member is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

- (3) The election of each council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.

11. Removing council member

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

12. Replacing council member

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

13. Officers

- (1) At the first meeting of the Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary, a privacy officer, and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer is unwilling or unable to act for a period of TWO (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
- (5) The Council may remove an officer from his or her position as officer (but not as a council member) by a majority vote of the Council.
- (6) If the Council removes an officer from his or her position, an election must be held immediately after to replace the officer.

14. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least ONE (1) weeks' 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 (1) weeks' notice if the notice is provided to all council members and:
 - (a) at least TWO-THIRDS (2/3) of the council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and TWO-THIRDS (2/3) of council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of council hearing

- (1) Pursuant to Section 34.1 of the Act, an owner or tenant may request a hearing at a council meeting by application to the Secretary in writing, and by stating the reason for the hearing.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within ONE (1) month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within ONE (1) week of the hearing.
- (4) A council hearing may be held by electronic means.

16. Quorum of council

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

17. Council meetings and decision making between meetings

- (1) At the option of the Council, council meetings and council hearings may be held, or council decisions made by electronic means including conference telephone calls, zoom, skype, MS Team or any other video conferencing, so long as all council members and anyone attending a hearing can communicate with each other during the meeting.

- (2) If a council meeting or council hearing is held by electronic means, or a council member attend by electronic means, then such members are deemed to be present in person.
- (3) Owners may attend council meetings as observers by providing notice to the President FIVE (5) days in advance of the meeting but may not speak or address the Council unless invited to do so by a council member.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under Section 135 of the Act,
 - (b) outstanding strata fees, fines, or special levy against a strata lot owner,
 - (c) council hearings conducted under Sections 34.1 and 135 of the Act,
 - (d) any legal action being considered against a strata lot owner or resident,
 - (e) any costs being levied against a strata lot owner for repair work, and
 - (f) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) Audio and/or visual recording is prohibited during council meetings, without prior approval of the majority of council members.
- (6) A resolution of the Council may be passed without a meeting if written notice of the resolution is sent to all council members, and at least TWO-THIRDS (2/3) of the council members entitled to vote on the resolution consent to it in writing. A consent in writing under this section may be by signed document, fax, email, or any other method of transmitting legibly recorded messages. A resolution of the Council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

18. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting and all decisions made pursuant to bylaw 17(6) must be recorded in the council meeting minutes (listing numbers in favor and opposed).

19. Minutes and communications to and from council

- (1) The Council must inform owners of the minutes of all council meetings and general meetings within TWO (2) weeks of the meeting, whether or not the minutes have been approved.
- (2) If requested by an owner, distribution of the council minutes may be by electronic means.

- (3) With the exception of an emergency, owners, occupants, and tenants may only make complaints to, or requests or demands of the Council in writing and no more often than once a week.

20. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to ONE (1) or more council members or persons who are not members of the Council and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine.
- (5) Without limiting the generality of this section, the strata corporation may enter into a contract with a professional property manager for such purposes and on such terms as the council considers appropriate.

21. Spending restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata corporation may only make the expenditure in accordance with this section.
- (3) Subject to subsection (4), an expenditure may be made from the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$10,000.
- (4) Notwithstanding s subsection s subsection subsections (1), and (3) and pursuant to Section 98(3) of the Act, the Council may spend the Strata Corporation's money if there are reasonable grounds to believe that an immediate expenditure is to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (5) Any expenditure under subsection (4) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.

- (6) The Strata Corporation must inform owners as soon as feasible about any expenditure made under subsections (3) and (4).

21.1 Acquisition or disposal of personal property by the Strata Corporation.

- (1) The strata corporation may acquire personal property (property other than land or fixtures) for the use of the strata corporation, or dispose of its personal property, if such personal property has a market value which does not exceed \$5,000.00.
- (2) If the market value of the personal property exceeds \$5,000.00, then a resolution passed by $\frac{3}{4}$ vote at an annual or special general meeting is required to either acquire or dispose of the personal property.

22. Limitation on liability of council member

- (1) A council member, or a volunteer who has been delegated duties by the council in writing (a "Volunteer"), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a council member's or Volunteer's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the council member had been duly appointed or had duly continued in office.
- (4) Each council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and client, for any acts or omissions while carrying out duties as a member of the Council or a Volunteer.
- (5) Notwithstanding subsections (1) and (4), there shall be no indemnity if a council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of duties.

Division 4 -- Enforcement of Bylaws and Rules

23. Enforcement procedure and options

- (1) Complaints regarding the contravention of bylaws or rules may only be submitted to the Council in writing. The Council will not entertain, investigate, or act upon verbal complaints.
- (2) The Council must respond to complaints within FOUR (4) weeks of the receipt of the same.
- (3) Pursuant to Section 135 of the Act, Council must abide by the following procedure when dealing with alleged contraventions of bylaws and rules:
 - (a) if the alleged offender is a council member, that member must excuse themselves from the complaint process, unless all strata lot owners are on the Council,
 - (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; if the alleged offender wants to request a council hearing or provide a written response, then such person must do so within TWO (2) weeks of the receipt of the notice of complaint,
 - (e) if the alleged offender requests a hearing, the Council must provide the hearing within ONE (1) month of the request,
 - (f) if a hearing is held or the alleged offender has answered or been given a minimum of TWO (2) weeks to answer the complaint, the Council must then decide whether a bylaw or rule has been breached by the alleged offender,
 - (g) 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.
- (4) The Council must provide the alleged offender with its decision within ONE (1) week of receiving the alleged offender's written response or the holding of the hearing.
- (5) The Strata corporation may, after complying with subsections (3) and (4):
- (a) fine an owner or tenant:
 - (i) up to TWO HUNDRED DOLLARS (\$200) or such higher amount as permitted under the *Strata Property Regulation*, at the discretion of the Council, for each contravention of a bylaw (save and except for each contravention short-term accommodation bylaw),
 - (ii) up to FIFTY DOLLARS (\$50) or such higher amount as permitted under the *Strata Property Regulation*, at the discretion of the Council, for each contravention of a rule, and
 - (iii) up to ONE THOUSAND DOLLARS (\$1,000) or such higher amount as permitted under the *Strata Property Regulation*, a night for each contravention of the short-term accommodation bylaw.
 - (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) entering 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.
 - (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 (7) days, impose a fine every SEVEN (7) days.
- (6) Each owner and tenant are responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws.

23.1 Small claims forced sale and CRT actions.

- (1) In addition to any other remedies, it may have under these bylaws, the Act, the *Strata Property Regulations*, or any other act or law, 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 Act expend funds from the contingency reserve fund on the legal fees and disbursements up to SEVEN THOUSAND & FIVE HUNDRED DOLLARS (\$7,500) per case, to conduct the proceedings.
 - (c) pursuant to Section 138 of the Act, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to Section 96 of the Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.
 - (d) 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 Act expend funds from the contingency reserve fund on the legal fees and disbursements up to FIVE THOUSAND DOLLARS (\$5,000) per case, to conduct the proceedings.

24. Legal costs and costs to remedy a contravention

- (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 Act, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay the reasonable costs of remedying the contravention, and all of the Strata Corporation's legal costs incurred on a solicitor-client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the Council.
- (2) Legal action in this section includes any services provided to the Strata Corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced and includes defending an action, claim, or dispute of any kind commenced by a person against the Strata Corporation, where such person's action, claim, or dispute 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 to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, shall become part of the assessment of the responsible owner or tenant and shall become due and payable within SEVEN (7) days of receipt of a demand from the Council, 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.

Division 5 -- Annual and Special General Meetings

25. Person to chair meeting

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

26. Participation by other than eligible voters

- (1) The following persons may attend annual and special general meetings:
 - (a) Owners, their spouses, tenants, and occupants,
 - (b) Resource persons and interested parties approved in advance though Council.
- (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 chairperson of the meeting.
- (3) Persons not eligible to vote, including tenants and occupants and interested parties, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

27. Voting

- (1) At an annual or special general meeting, other than a meeting held by electronic means, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting, other than a meeting held by electronic means, 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 chairperson must decide whether it shall be by:
 - (a) show of voting cards,
 - (b) roll call, which means that each strata lot number will be called by the chairperson and the person holding the vote for that strata lot will be asked how the vote for that strata lot is to be cast,

- (c) ordinary ballot, which means that owners will fill out their ballot at their chairs and a ballot box will be passed around for collection of those ballots,
 - (d) secret ballot, which means ballots will be filled out and deposited at a voting station, or
 - (e) some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chairperson, and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
- (a) the president, or, if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote; and
 - (b) if neither the president, nor vice-president of the Council casts a second deciding vote, the chairperson elected in accordance with bylaw 25(3) may break the tie by casting a second, deciding vote, but only if that chairperson is also an eligible voter.
- (6) Despite anything in this section, an election of council or any other vote at an annual or special general meeting, other than one held by electronic means, must be held by a secret ballot, if the secret ballot is requested by a majority of eligible voters.
- (7) The vote for a strata lot may not be exercised, except on matters requiring an EIGHTY PERCENT (80%) or unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under Section 116(1) of the Act. The strata lot's vote must not be considered for the purposes of determining a quorum in accordance with Section 48 or for the purposes of Sections 43(1), 46(2) and 51(3) of the Act.

28. Order of business

- (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards,
 - (b) determine that there is a quorum,
 - (c) elect a person to chair the meeting, if necessary,
 - (d) present to the meeting proof of notice of meeting or waiver of notice,
 - (e) approve the agenda,
 - (f) approve minutes from the last annual or special general meeting,
 - (g) deal with unfinished business,
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting,
 - (i) ratify any new rules made by the Strata Corporation under Section 125 of the Act,
 - (j) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting,
 - (k) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an annual general meeting,

- (l) reaffirm that the strata corporation's monthly and annual financial statements are prepared by a contracted bookkeeping/accounting firm or the strata manager,
- (m) deal with new business, including any matters about which notice has been given under Section 45 of the Act,
- (n) elect a council, if the meeting is an annual general meeting,
- (o) terminate the meeting.

29. Holding general meetings by electronic means

- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to Section 43 of the Act, by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, (referred to herein as an "electronic meeting").
- (2) In holding an electronic meeting, the Strata Corporation must make provision for owners to attend the meeting that does not require the use of a computer.
- (3) The Strata Corporation must specify the following in the notice of the electronic general meeting:
 - (a) the electronic means or variety of means by which it intends to hold the electronic meeting,
 - (b) how voters may attend the electronic meeting, and
 - (c) how votes may be cast at the electronic meeting.
- (4) Eligible voters may only attend an electronic meeting by proxy or in person, in the manner or manners specified in the notice of meeting.
- (5) If an eligible voter attends an electronic meeting, in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- (6) Eligible voters who wish to attend an electronic meeting by proxy should deliver their voting card (if any), and copies of their proxy to their proxy holder and Council at least 24 hours before the meeting's start.
- (7) Notwithstanding subsection (6) eligible voters must be allowed to register their proxies at the meeting.
- (8) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection.
- (9) Eligible voters attending an electronic meeting in person acknowledge and accept that the risks associated with the manner of their attendance including but not limited to:
 - (a) a loss of privacy,
 - (b) loss of connection and/or other technological problems,

- (c) an inability to participate in discussions due to technological or connection problems, and
 - (d) an inability to vote due to technological or connection problems.
- (10) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters are present in person or by proxy.
 - (11) Attendees and voters at the electronic meeting must provide proof of their identity satisfactory to the Council, if requested to do so by the Council.
 - (12) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
 - (13) Notwithstanding any other bylaw, and unless otherwise specified in the notice of meeting, the chairperson will determine how a vote must be conducted at an electronic annual or special general meeting.
 - (14) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of or combination of the following voting methods:
 - (a) email to a designated email address during a designated voting window,
 - (b) show of voting cards if visual electronic communication is available,
 - (c) roll call,
 - (d) hand delivery of the ballots to a designated location, or
 - (e) any other electronic method that identifies votes of eligible voters.
 - (15) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
 - (16) The property manager, or the council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
 - (17) If an eligible voter loses their connection to the electronic meeting:
 - (a) their vote will not be counted towards quorum for any period that they are absent from the meeting, and
 - (b) the meeting will continue in their absence unless their absence results in a loss of quorum.
 - (18) If a majority of eligible voters who were present in person or by proxy at the electronic general meeting lose their connection to the electronic meeting, then the electronic meeting will stand adjourned for 10 minutes.
 - (19) If a majority of the eligible voters who were present before the connection was lost cannot rejoin the meeting within that 10 minute, then the electronic general meeting will stand adjourned for a week, and the Council will send out a new notice of meeting which meets the requirement of these bylaws.

- (20) Audio and/or visual recording of an electronic meeting, in part or in whole:
 - (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting,
 - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant, or tenant first obtains the express permission of the voters by a majority vote, and
 - (c) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.
- (21) Subject to subsection (22), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
- (22) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

Division 6 - Miscellaneous

30. Insurance and risk allocation

- (1) An owner must maintain in force an insurance policy which covers the contents of his / her strata lot and any betterments or improvements made to that lot.
- (2) Owners who have a waterbed(s) are required to obtain (and keep at all times) a waterbed liability insurance policy which provides a minimum of \$200,000 coverage.
- (3) No owner shall do or permit anything to be done on the premises which will in any way increase the risk of fire or water damage or the rate of the Strata Corporation's insurance premium.
- (4) All property placed in the strata lot, garages, any storage areas, or common property will be at the sole risk of the owner of the strata lot.
- (5) An owner must immediately notify Council in writing of any potential claim by an owner for damage to property covered under the strata insurance policy.

Insurance Requirements

- (6) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to Section 149(4)(a) of the Act.
- (7) For purposes of Section 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) earthquake insurance,
 - (b) sewer backup insurance,
 - (c) cyber risk insurance,
 - (d) flood insurance,
 - (e) theft or misappropriation of funds insurance, and

(f) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00.

Deductibles Are a Common Cost

(8) Subject to the regulations and this bylaw:

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

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

(9) 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

(10) 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.
- (e) may chargeback the owner(s) of a strata lot for any repairs made by it at the request of the owner(s) to those parts of the strata lot that the owner is responsible to repair and maintain, and which the Strata Corporation was not obligated to repair under subsections (10)(b) and (c).

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

(11) 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,

- (b) parts of the owner's strata lot that the owner is responsible to repair and maintain that were repaired during the Strata Corporation's emergency response,
- (c) 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

- (12) 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 15 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

- (13) 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 the purposes of this bylaw will be charged to the owner or tenant.
- (14) 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

- (15) 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

- (16) 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.
- (17) Notwithstanding subsection (16), in the event that a failure of the common property results in loss or damage to a strata lot that falls below the Strata Corporation's relevant deductible, the Strata Corporation must pay to the owner or tenant of strata lot the lesser of:
- (a) the actual amount of damages or loss, or
 - (b) the deductible payable under that owner's or tenant's insurance coverage; or
 - (c) \$1,000.

Owners and Tenants Must Carry Insurance

- (18) Owners and tenants must obtain and maintain an insurance policy to cover:
- (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.
- (19) Owners and tenants must report any accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.

31. Anti-harassment bylaw

- (1) Owners, occupants, tenants, council members and visitors must not harass other owners, occupants, tenants, visitors, council members, or the strata corporation's property manager, contractors, agents, or employees.
- (2) For the purposes of subsection (1) "harass" or is defined as:
 - (a) making humiliating, belittling, or offensive remarks on subjects, including but not limited to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behavior to, or about, someone in writing or verbally,
 - (b) belittling, threatening, or intimidating someone,
 - (c) interfering with a council member, property manager, agent, contractor, or employee of the strata corporation, in the conduct of their duties,
 - (d) repeatedly following or confronting an owner, occupant, tenant, or council member in the common property or at the entry to their strata lot,
 - (e) sending an unreasonable amount of correspondence to the council or property manager,
 - (f) making a series of spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant, or tenant,
 - (g) making an unreasonable number of demands of a council member, property manager, agent, contractor, other owners, occupants, and tenants to provide information, hold hearings, or to carry out actions, or
 - (h) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability.
- (3) If an owner, occupant, or tenant harasses council members, the property manager, agent, contractor, other owners, occupants and tenants, the Strata Council may, after fulfilling the procedural requirements of Section 135 of the Act:
 - (a) fine the owner, occupant, or tenant,
 - (b) restrict the owner's, occupant's, or tenant's ability to request documents and submit correspondence to the Strata Council and property manager to a reasonable level,
 - (c) ban the owner, occupant, or tenant from attending or speaking at council meetings with the exceptions of hearings under the Act Section 34.1 and 135 of the Act; and
 - (d) ban the owner, occupant, or tenant from speaking at general meetings.

- (4) When utilizing its remedial powers under subsection (3), the Strata Council's chosen remedy must be reasonably connected to and proportionate to the offender's contravention(s).

32. Prohibition against growing, and sale of cannabis and controlled substances

- (1) Owners, occupants, tenants, and visitors may not:
- (a) grow, store, or cultivate cannabis plants in or on a strata lot, or the common property,
 - (b) process, or manufacture any "controlled substance" as that term is defined in the *Controlled Drugs and Substances Act*, in or on a strata lot, or the common property; or
 - (c) barter, trade, or sell cannabis or any derivative thereof, or any "controlled substance" in or from a strata lot, the common property, or limited common property,
- (2) An owner or tenant shall indemnify and save harmless the Strata Corporation from any direct or indirect expenses, including but not limited to legal costs, incurred by the Strata Corporation for maintenance, repair or replacement rendered necessary to the common property or to any strata lot (including the owner's strata lot) as a result of damage arising from growing, keeping or storing cannabis plants, or producing or manufacturing "controlled substances" within an owner's strata lot or on the common property, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation.
- (3) In the circumstances described in subsection (2), any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner, pursuant to Section 158(2) of the Act.

33. Smoking bylaw

- (1) For the purposes of these bylaws:
- (a) "smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products; and
 - (b) "cannabis" means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom; and
 - (c) "smoker" means a person who smokes in or on a strata lot pursuant to medical exemption obtained from the Council.
- (2) Owners, tenants, occupants, and visitors must not smoke in or on any part of the exterior common property or interior common property.
- (3) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:
- (a) patios, garages, and balconies, or
 - (b) inside the habitable portion of the strata lots.

--- END OF DOCUMENT ---