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File No. MAT6608 / 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

**VIS2056**

**THE OWNERS, STRATA PLAN VIS2056**

**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: 2024-03-14  
17:14:46 -07:00**

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*Strata Property Act*

**FORM I**

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

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VIS 2056 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 February 27, 2024:

**RESOLUTION #1 - Adopt STR Prohibition, Form K Provision, and Owner Responsibility for Tenants Bylaws**

**BE IT RESOLVED BY 3/4 VOTES OF THE OWNERS STRATA PLAN VIS 2056 THAT THE STRATA CORPORATION REPEAL THE EXISTING RENTAL RESTRICTION BYLAW #38 & BAN ON SHORT-TERM ACCOMMODATION BYLAW #39 AND ADOPT THE FOLLOWING BYLAWS:**

**38. Rentals - Form K, Owner Responsibility and Evictions**

- 38.1 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 s. 146 of the Act; and
  - (d) provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
- 38.2 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.
- 38.3 The Strata Corporation may provide owners 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 (38.1) or (38.2) above.
- 38.4 Owners who fail to provide a Form K and / or their tenancy agreement as required by these bylaws may be subject of a fine of up to \$200 per week, until the Form K has been provided.
- 38.5 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

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

in section 135 of the Strata Property 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.

- 38.6 If after complying with subsection (38.5), 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.
- 38.7 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.
- 38.8 In addition to the levying of fines, the collection of remedial costs, any other remedies it may have under these bylaws the Strata Corporation may pursuant to section 138 of the Strata Property 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 Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$3,000 per case, to conduct the proceedings.

### **39. Prohibition Against Use Of Strata Lot As A Short-Term Accommodation**

39.1 For the purposes of this bylaw "short term accommodation" means:

- (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 90 days, and without limitation includes vacation accommodation use, executive accommodation use, boarding, use of the strata lot as temporary accommodation for employees of the owner or tenant, hostel use, hotel and motel use, and bed and breakfast accommodation;
- (b) and includes situations involving any of the uses set out in subsection 39.1(a) where a license is granted or a rental agreement is entered into for a period of longer than 90 days, where the occupant under the license agreement or accommodation agreement occupies the strata lot for less than 90 days; but
- (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.

39.2 Owners, occupants, and tenants must not:

- (a) use all or any part of their residential strata lot for use as a short-term accommodation; or
- (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term accommodation.

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

- 39.3 Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection 39.2 (a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short-term accommodation.
- 39.4 Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (39.2) (b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term accommodation.

CARRIED: 32 For, 0 Opposed, and 0 Abstaining.

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## **RESOLUTION #2 - Occupancy Restriction Bylaw**

**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 2056 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING OCCUPANCY RESTRICTION BYLAW:**

### **51. Occupancy Restriction**

- (1) No more than four people may reside in a strata lot.
- (2) For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 60 days in a strata lot in any six month period.

CARRIED: 30 For, 1 Opposed, and 1 Abstaining.

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## **RESOLUTION #3 - Move in / Move Out, Delivery and Alteration Bylaw**

**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 2056 THAT THE STRATA CORPORATION REPEAL BYLAW 48 AND ADOPT THE FOLLOWING BYLAW:**

### **48. Moving, Deliveries and Alterations**

48.1 For the purposes of this bylaw:

- (a) “Move” means a change in the person or persons residing in, or occupying a strata lot resulting from the sale of the unit or under a residential tenancy agreement or lease that does involve the movement of furniture or appliances into or out of the building
- (b) “Delivery” means bringing furniture or appliances into the building or removing same from a unit when there is no change in Occupancy.
- (c) “Alteration” means carrying out changes, improvements, or additions to a strata lot, or to limited common property, or common property.

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

48.2 When making a Move into or out of a strata lot, a resident or owner must:

- (a) notify the management company and the strata council in writing at least seven days prior to the move;
- (b) must be present and supervise all aspects of the Move. Such supervision is not the responsibility of Strata Council or the Management Company and an owner or a resident should make other arrangements for supervision if they cannot be present to supervise the Move.
- (c) obtain the elevator key from a member of the strata council and return it to the strata council as soon as the move is finished. Owners are responsible for the cost of replacing any key that is lost while it is in their possession.
- (d) pay a moving fee of \$50.00 if a resident's change in occupancy results in furniture to be moved into or out of the resident's strata lot;
- (e) ask council, or its designate, for information regarding elevator padding and other protective devices (stored in the wire cage in the parking area of the North tower and in the bench in the North tower elevator lobby) and ensure that the elevator protective coverings and floor carpet are in place prior to the Move (despite the foregoing, the strata corporation acknowledges that this will typically be done by the resident's moving company). Ensure that the elevator protective coverings and floor carpet are returned to the storage area immediately upon completion of the Move.
- (f) compensate the Strata Corporation for any damage done to any common property or common assets as a result of the Move;
- (g) ensure that the movement of furniture or other goods takes place only via the parking area. For clarity, no items, other than hand carried packages, will be permitted through the Douglas Street entrance and other ground floor entrances;
- (h) ensure that a Move occurs only between the hours of 8:00am and 8:00pm each day;
- (i) ensure that no doors to the building are left open and unattended;
- (j) ensure that the elevator is released each time that the elevator is not in active use as part of the Move. For clarity, a resident may only use the elevator for a move when the resident is moving items into or out of the elevator and must not block off the elevator for the entirety of the resident's move.

48.3 Deliveries

- (a) Owners and residents should obtain an elevator key from a member of Council and return it to a Council member when the Delivery is completed.
- (b) Substituting "Delivery" for "Move", the following sub-clauses of 48.2 apply to Deliveries: (b), (e), (f), (g), (h), (i) and (j).

48.4 Alterations

- (a) Movement of materials, tools or equipment into or out of the building associated with an Alteration is subject to the same requirements as outlined in 48.3 (b).

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

## 48.5 Disposal of Material

- (a) Owners, tenants, and occupants must remove moving boxes or containers and Moving and Alteration related garbage from the Strata and dispose of it at their own cost. The garbage bins and recycling containers are for normal household refuse only. Disposal of furniture, fixtures, equipment, clothing, etc. in the garbage area is prohibited.

CARRIED: 32 For, 0 Opposed and 0 Abstaining.

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**RESOLUTION #4 - Prohibition against commercial use of strata lots**

**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 2056 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAW:**

**3.7 Prohibition Against Commercial Use of Strata Lot**

- (1) Owners, occupants and tenants may not use their strata lots for any other purpose than as a single-family residence, and may not conduct any business or any profession from a strata lot or the common property that results in employees, clients, customers or the public attending the strata lot or coming on to the common property.
- (2) For the purposes of these bylaws, “single-family residence” means a home for one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three un-related persons.

CARRIED: 32 For, 0 Opposed and 0 Abstaining

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**RESOLUTION #5 - Housekeeping Resolutions**

**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 2056 THAT THE STRATA CORPORATION**

- 1. REPEAL BYLAW 40.1 AND:**
- 2. ADOPT THE FOLLOWING BYLAW:**

For the purposes of these bylaws, the word “resident” means a person who occupies a strata lot for at least 60 days in any six month period.


**TAKING ALL BYLAWS ADOPTED AT ALL GENERAL MEETINGS BETWEEN 2018 AND TODAY AND ADDING THEM TO THE EXISTING BYLAWS AND, RENUMBERING AND MAKING NON-SUBSTANTIVE ANCILLARY CHANGES AS REQUIRED, AND BY FILING A NEW CONSOLIDATED COPY OF THE BYLAWS IN**

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**THE LAND TITLE OFFICE WHICH SHALL BE DEEMED TO BE THE BYLAWS OF THE STRATA CORPORATION.**

CARRIED: 31 For, 0 Opposed, and 1 Abstaining.

  
Signature of Council Member

  
Signature of Second Council Member  
(not required if council consists of only one member)

Supplied to StrataDocs 2024/03/18  
Ordered by Ryan Cochrane 2025/04/03

Ordered By: Ryan Cochrane of The Agency on 2025/04/03  
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## Definitions

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws:

- (a) "alteration" includes, but is not limited to, the replacement of an existing item whether or not the replacement is identical to the item being replaced;
- (b) "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant for at least 60 days in any six month period;
- (c) "strata insurance" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

## Division 1 - Duties of Residents and Visitors

1. Payment of Fees and Other Expenses
  - 1.1 The monthly assessments for each suite (the owner's contribution to the operating fund and the contingency reserve fund for each fiscal year) shall be calculated using unit entitlement of each strata lot and rounded to the nearest dollar. These assessments are due and payable on or before the FIRST DAY OF EACH MONTH. (Strata property Act, Section 99).
  - 1.2 Owners must provide a series of post-dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
  - 1.3 Owners must pay all monthly assessments, fines, user fees, special levies, insurance deductibles, costs of work to remedy a contravention and taxes that may be payable in respect of his/her Strata Lot.
  - 1.4 In the event of late payment of the monthly assessments the Strata Corporation may register a Certificate of Lien against the Strata Lot. (Strata Property Act, Section 116). A charge up to \$50 shall be made against an owner for any N.S.F. cheque issued by that owner.
  - 1.5 The Strata Corporation may charge interest at the rate Of TEN (10%) percent per annum compounded annually, on all late monthly assessments, user fees and special levies. Such interest is not a fine and shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the Strata Property Act.
  - 1.6 Funds received from an owner may be applied to existing amounts owed in the following order:
    - 1.7 Firstly, against fines, NSF fees and the costs of remedying a contravention.
    - 1.8 Secondly, against money owed to the Strata Corporation or Section with respect to an owner's liability for payment Of the Strata Corporation's deductible or other uninsured loss for which the owner is responsible for.
    - 1.9 Thirdly, against user fees.
    - 1.10 Fourthly, against interest on arrears.
    - 1.11 Fifthly, against amounts Owing on an unpaid special levy.
    - 1.12 Sixthly, against amounts owing on unpaid strata fees; and
    - 1.13 Lastly, against current strata fees.

2. Repair and maintenance of property by owner
- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.2 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.
- 2.3 An owner must:
- (a) upon request by the strata council, provide the strata corporation with documentary proof of the age of their hot water tank and the expiry date of its warranty;
  - (b) replace their hot water tank within the warranty period specified by the manufacturer.
- 2.4 If an owner fails or refuses to replace the hot water tank prior to the expiration of the warranty period, contrary to bylaw 2.3(b) above, then the Strata Corporation may, pursuant to section 133 of the Act, enter onto the strata lot on not less than 48 hours' written notice and replace.
- 2.5 Owners:
- (a) are responsible for and must repair, maintain and replace any alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
  - (b) are responsible for any damage to a strata lot, limited common property, or common property that is caused by or arises out of alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot; and
  - (c) must remove and replace, or pay for the extra cost of the removal, storage, and replacement of any alterations, additions, and improvements made to their strata lot, limited common property, or common property made by them or a previous owner of their strata lot, that they have the benefit of, to allow the Strata Corporation to gain access to repair or maintain an underlying building component, that the Strata Corporation must repair and maintain.
- 2.6 An owner must promptly carry out all work ordered by any public authority, which relates solely to their strata lot and is not for the general benefit of the Strata Corporation as a whole,
- 2.7 Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors, pests, or a hazard. Owners, occupants and tenants must not leave, pile, or store an unreasonable amount of personal belongings, garbage, recycling, or compost within a strata lot or on a balcony or patio to the extent that such materials impede general egress pathways from a suite in event of an emergency. Such conditions may be reported to the Fire Department to assess the Severity Index of the situation. A Severity Index of greater

than 4 or 5 will trigger a referral to the appropriate agencies as per the Fire Department Hoarding Guidance.

- 2.8 If an owner, occupant or tenant is found to have breached any of subsections 2.1 to 2.7 then the Strata Corporation may, on SEVEN (7) days written notice:
- (a) enter the strata lot and carry out any work necessary to remedy the contravention;
  - (b) may charge the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but
  - (c) may not lien for the cost of the remedial work.
- 2.9 If an owner, after receiving the notice or order from a public authority, fails to carry out work required ordered by a public authority contrary to subsection 2.6 by the date specified in the order, then the Strata Corporation may, pursuant to section 85 of the Strata Property Act, enter into the strata lot and carry out the required work on SEVEN (7) days written notice to the owner, and charge the owner the cost of such work.
- 2.10 If the owner fails or refuses to pay for the cost of the remedial work pursuant to subsection 2.9, then the Strata Corporation may place a lien against the owner's title to secure their claim for such cost.
3. Use of property
- 3.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal or is otherwise contrary to any applicable laws, regulations or municipal bylaws, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 3.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act. Without limiting the generality of the foregoing, a resident or visitor must not cause damage to trees, plants, bushes, flowers or lawns and must not place chairs, tables or other objects on lawns or grounds so as to damage them.
- 3.3 A resident or visitor must not leave chairs or other articles unattended or overnight on common property.
- 3.4 A resident or visitor must not trespass on limited common property to which another resident is entitled to exclusive use.
- 3.5 The carrying out of alterations to strata lots are be limited to the hours between 8:00 a.m. and 6:00 p.m. Monday through Friday inclusive, excluding BC statutory holidays. Despite

the foregoing, quiet activities that cannot be heard outside of the applicable strata lot may be carried out on Saturday.

- 3.6 Without limiting bylaw 3.1(a), unauthorized sports or activities that may cause damage of property or create a nuisance are prohibited. Use of roller skates, roller blades, skateboards etc. is prohibited in common areas.

### 3.7 Prohibition Against Commercial Use of Strata Lot

(1) Owners, occupants and tenants may not use their strata lots for any other purpose than as a single-family residence and may not conduct any business or any profession from a strata lot or the common property that results in employees, clients, customers or the public attending the strata lot or coming on to the common property.

(2) For the purposes of these bylaws, "single-family residence" means a home for one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three un-related persons.

## 4. No Smoking

### 4.1 For the purposes of this bylaw 4, the following definitions apply:

(a) "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;

(b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.

- 4.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan VIS 2056, including in a strata lot.

## 5. Pets and Animals

[NOTE TO READER: The pet restrictions set out in bylaws 5.2 were first approved by the owners at the general meeting held on April 12, 2012 and filed in the land Title Office on January 9, 2013 under registration number FB465258. These restrictions have not been repealed or replaced since that date and are amended only as part of these bylaws.]

- 5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

### 5.2 The keeping of pets in a strata lot is restricted to the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to two caged birds;
- (d) one small cat;
- (e) One small, non-aggressive dog.

- 5.3 Despite bylaw 5.2, a resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

- 5.4 All dogs shall be leashed or carried at all times while on the interior common property.
- 5.5 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.6 A pet owner is fully responsible for the behaviour of their pet within the building and its ground.
- 5.7 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not permitted under these bylaws or if, in the opinion of council, the pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 Birds must not be fed from any strata lot or the common property.
- 5.9 Anyone who enters and exits the building with a dog must, when possible, use a rear exit to do so.
- 5.10 A resident must ensure that any mess made by a dog owned by or under the control of them or their visitor shall be cleaned up immediately.
6. Informing strata corporation
- 6.1 An owner must notify the strata corporation of:
- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
  - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
  - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such change.
- 6.2 On request by the strata corporation, a tenant or occupant must inform the strata corporation of his or her name.
7. Approval for alterations to a strata lot, limited common property or common property
- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
- (a) an alteration to a strata lot that involves any of the following:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
    - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
    - (v) fences, railings or similar structures that enclose a patio, balcony or yard;

- (vi) common property located within the boundaries of a strata lot;
  - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
  - (viii) flooring;
  - (ix) fireplace inserts, wiring, plumbing, piping, heating, air conditioning and other services; and
  - (x) the installation or removal of walls, whether structural or not;
- (b) any alteration to common property, including limited common property, or to common assets.

7.2 Without limiting the generality of bylaw 7.1, the installation of all new flooring, both as to material and methods of installation, is subject to the prior written approval of the strata corporation in accordance with this bylaw 7.1, such approval shall not be unreasonably withheld provided that the noise and vibration suppressing capabilities of the proposed flooring meets or exceeds that of the flooring it is to replace.

7.3 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must:

- (a) submit, in writing, detailed plans and description of the intended alteration; and
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.

7.4 The strata corporation may require, as a condition of its approval under bylaw 7.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become due and payable on the due date of payment of the month's strata fees.

- 7.5 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 7.6 If, subsequent to the passage of bylaws 7.1 to 7.5 inclusive, an owner alters a strata lot, common property, limited common property or assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 7.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 7.6, the cost of such restoration will be added to and become due and payable on the due date of payment of the month's strata fees.
- 7.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
8. Damage, Insurance and Risk Allocation
- 8.1 The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.
- 8.2 For purposes of s. 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) flood insurance;
  - (d) theft or misappropriation of funds insurance; and,
  - (e) directors and officer's liability insurance for a minimum amount of \$2,000,000.00.
- 8.3 An Owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets or those parts of a strata lot which the Strata

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

- 8.4 Subject to the regulations and this bylaw:
- (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible
  - (c) 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.
- 8.5 Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.
- 8.6 The Strata Corporation may cause its contractors and agents to carry out emergency response work to the common property and within a strata lot(s), even if the loss or damage appears to be uninsured or below the relevant insurance deductible, and owners, occupants and tenants of a strata lot must permit entry to the Strata Corporation and its contractors to allow them to do so.
- 8.7 Owners, or tenants of strata lots that have emergency response work done in their strata lots are responsible for the cost of any such work done, unless the damage or loss is covered by the Strata Corporation's insurance and exceeds the relevant insurance deductible.
- 8.8 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:
- 8.9 that owner or tenant is responsible for the loss or damage; or
  - 8.10 if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
    - 8.11 that owner or tenant; or,
    - 8.12 any member of the owner's or tenant's:
      - 8.13 family; or,
      - 8.14 pet(s); or,
      - 8.15 guests, employees, contractors, agents, tenants, volunteers, or their pets,

- 8.16 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.
- 8.17 Without restricting the generality of the foregoing, an owner or tenant is responsible for:
- 8.18 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
- 8.19 not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
- 8.20 any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner or tenant of that strata lot;
- 8.21 any damage to property that an owner or tenant is required to repair or maintain;
- 8.22 any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round; and,
- 8.23 (g) any damage due to a water pipe leak or any other loss or damage whatsoever that the strata council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.
- 8.24 An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- 8.25 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.
- 8.26 For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- 8.27 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

- 8.28 the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.
- 8.29 Owners and tenants acknowledge that they are responsible to obtain and maintain an insurance policy to cover:
- 8.30 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:
- 8.31 against perils that are not insured by the strata corporation, and
- 8.32 for amounts that are in excess of amounts insured by the strata corporation;
- 8.33 for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;
- 8.34 for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;
- 8.35 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
- 8.36 losses from water escape and rupture
- 8.37 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.
- 8.38 Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any uninsured, loss or damage, or 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 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.
9. Permit entry to a strata lot
- 9.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property in the following circumstances:
- (a) in an emergency, without notice, to ensure safety or prevent significant injury, loss or damage, and
- (b) at a reasonable time, on 48 hour's written notice:
- (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (ii) to ensure compliance with the Act and the bylaws.

- 9.2 The notice referred to in bylaw 9.1(b) must include the date and approximate time of entry, and the reason for entry.
- 9.3 If access to a strata lot is not provided in accordance with bylaw 9.1, the owner will be responsible for:
  - (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
  - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

Division 2 - Powers and Duties of Strata Corporation

10. Repair and maintenance of property by strata corporation

10.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property but the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs;
    - A. the structure of a building
    - B. the exterior of a building
    - C. chimneys, stairs, balconies and other things attached to the exterior of a building;
    - D. doors, windows or skylights on the exterior of a building or that front on the common property;
    - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan but the duty to repair and maintain is restricted to:
  - (i) the structure of a building
  - (ii) the exterior of a building
  - (iii) doors and windows on the exterior of a building or that front on the common property
  - (iv) the inspection and cleaning of a fireplace in a strata lot must be undertaken by the strata corporation every 2 years
  - (v) despite the foregoing, the strata corporation will not inspect those strata lots with gas fireplaces that have been decommissioned. Decommissioning must be demonstrated by the owner of the applicable strata lot by way of proof that the gas supply to the strata lot has been capped by a licensed gas fitter
  - (vi) despite the foregoing, an owner remains responsible for all other aspects of the repair and maintenance of a fireplace.

10.2 Except where bylaw 7.7 applies, where the Strata Corporation is required to enter a strata lot for the purposes of maintaining, repairing or renewing common property, the strata corporation and its agent shall in carrying out any work or repairs do so in a proper and

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workmanlike manner shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

- 10.3 Notwithstanding subsection (1) the strata corporation is not obligated to maintain, repair or replace any alterations, additions or improvements made by an owner, or previous owner to a strata lot, limited common property, or common property that is in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such alterations, additions or improvements.

### Division 3 - Strata Council

#### 11. Strata Council size

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

#### 12. Council members' terms

- 12.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

#### 13. Removing council member

- 13.1 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.

- 13.2 After removing a council member the strata corporation must hold an election at the same annual or special general meeting to replace that council member for the remainder of the term

#### 14. Replacing council member

- 14.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

- 14.2 A replacement council member may be appointed from among those eligible to sit on the council.

- 14.3 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.

- 14.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

15. Officers

15.1 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, privacy officer and a treasurer.

15.2 A person may hold more than one office at a time, other than the offices of president and vice president.

15.3 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.

15.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

16. Calling council meetings

16.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

16.2 The notice referred to in bylaw 16.1 does not have to be in writing.

16.3 A council meeting may be held on less than one week's notice if  
(a) all council members consent in advance of the meeting, or  
(b) the meeting is required to deal with an emergency situation, and all council members either  
(i) consent in advance of the meeting, or  
(ii) are unavailable to provide consent after reasonable attempts to contact them.

16.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

17. Quorum of council

17.1 A quorum of the council is  
(a) 2, if the council consists of 3 or 4 members,  
(b) 3, if the council consists of 5 or 6 members, and  
(c) 4, if the council consists of 7 members.

17.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

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18. Council meetings
- 18.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 18.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 18.3 Owners are welcome to attend council meetings as observers.
- 18.4 Despite bylaw 18.3, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
19. Voting at council meetings
- 19.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 19.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 19.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.
20. Council to inform owners of minutes
- 20.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
21. Delegation of council's powers and duties
- 21.1 Council may delegate some or all of its powers and duties to one or more council members or owners who are not members of the council, and may revoke the delegation.
- 21.2 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 these bylaws.
- 21.3 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.

- 21.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.
- 22 Spending restrictions
- 22.1 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.
- 22.2 Despite bylaw 22.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 22.3 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 5% of the total contribution to the operating fund for the current year.
- 23 Limitation on liability of council member
- 23.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 23.2 Bylaw 23.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 23.3 The corporation shall at all time maintain directors and officers errors and omission insurance coverage of not less than \$2 million.
- 24 Council Procedures
- 24.1 Motions of council must be moved, seconded and voted on by a quorum of council.
- 24.2 Communications with council that require action must be in writing.
- 24.3 Any committee established by council will include at least one council member.

Division 4 - Enforcement of Bylaws and Rules

25. Enforcement Procedure and Options

25.1 Complaints regarding the breach of bylaws may only be submitted to the council, or property manager in writing. The council will not entertain, investigate or act upon verbal complaints.

25.2 The council must respond to written complaints within 4 weeks of the receipt of the same.

25.3 Pursuant to section 135 of the Strata Property Act, the council must abide by the following procedure when dealing with alleged contraventions of bylaws and rules:

- (a) if the alleged offender is a council member, that member must excuse himself or herself from the complaint process;
- (b) the council must then give the alleged offender written notice of the complaint;
- (c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;
- (d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;
- (e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;
- (f) if the council decides that a bylaw or rule has been breached, it must give written notice of its decision to:
  - (i) the offender or alleged offender; and
  - (ii) the owner, if the offender or alleged offender is a tenant.

25.4 The council may, after complying with subsections 25.1 to 25.3:

- (a) fine the responsible owner or tenant:
  - (i) up to TWO HUNDRED DOLLARS (\$200), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council for each contravention of a bylaw;
  - (ii) up to FIFTY DOLLARS (\$50), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council for each contravention of a rule; and
- (b) do what is reasonably necessary to remedy a contravention of, the Act, its bylaws or rules, including:
  - (i) entering into and doing work on or to a strata lot, the common property or common assets, and
  - (ii) removing objects from the common property or common assets; or
- (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130; and
- (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, impose a fine every seven days.

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26. Commencing Legal Actions

26.1 In addition to the remedies set out in bylaw 25, the council may also:

- A. commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
- B. commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings; and
- C. make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

27. Liability For Enforcement Costs

- 27.1 Should the strata corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's or section's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.
- 27.2 In these bylaws "legal action" includes any services provided to the strata corporation or a section by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and includes the cost of defending CRT claims brought by an owner in which the owner is not substantially successful.
- 27.3 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Strata Property Act or these bylaws, shall become part of the assessment of the responsible owner or tenant and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Division 5 - Annual and Special General Meetings

28. Person to chair meeting

28.1 Annual and special general meetings must be chaired by the president of the council.

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- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
29. Participation by other than eligible voters
- 29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 29.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
30. Voting
- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 30.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 30.6 Despite anything in this bylaw 30, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
31. Order of business  
The order of business at annual and special general meetings is as follows:
- a) certify proxies and issue voting cards;
  - b) determine that there is quorum;
  - c) elect a person to chair the meeting, if necessary;
  - d) present to the meeting proof of notice or waiver of notice;
  - e) approval of the agenda;
  - f) approve minutes from the last annual or special general meeting;

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

### 32. Quorum of Meeting

- 32.1 If within  $\frac{1}{2}$  hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 10 minutes on the same day and at the same place. If a quorum is not present after 10 minutes, the eligible voters, present in person or by proxy, constitute a quorum.

### **32.2 MISSING**

- 32.3 This bylaw is an alternative to Section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act.

### 33. No Vote by Strata Lot

- 33.1 Except on matters requiring an unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

## Division 6 - Parking, Storage and Bicycles

### 34. Parking

- 34.1 Any resident who does not require the use of the parking space assigned to such resident's strata lot as limited common property pursuant to the resolutions passed in 1994 and 1995 and filed under EH028846 and EJ21929 in the Land Title Office, as applicable, may rent the use of the space to another owner for the use of such other owner or such other owner's tenant provided that
- (a) the term of the rental does not exceed the term of ownership and possession of that owner; and
  - (b) the strata council is notified of such rental agreements.
- 34.2 A resident or visitor must not undertake repairs to motor vehicles on common property, including limited common property.

- 34.3 Guest parking is permitted in the designated and sign posted spaces in the building. A resident must not use a guest parking stall unless their garage parking is unavailable for a reason acceptable to the strata council.
- 34.4 One car washing space (30 minute limit) is available.
- 34.5 The user of each parking space is responsible for the cleaning up of any oil spills or dirt in that space.
- 34.6 No vehicle exceeding 2,500 kilos G.V.W. shall be parked on common property (including limited common property) without the consent of strata council except for commercial vehicles making deliveries or pickups
- 34.7 Trailers, boats, campers and motor homes are not allowed in common areas unless written approval from strata council is granted.
- 34.8 No parking is allowed along fire routes nor shall a vehicle be parked in such a manner as to restrict access to driveways. Offending vehicles will be towed away at the owner's expense and a sign has been posted to indicate this restriction.
- 34.9 The use of car horns on common property, except in an emergency is prohibited.
- 34.10 A maximum speed of 10 kph shall apply to the common property.
- 34.11 Incoming vehicles have the right-of-way at the garage door.
- 34.12 Vehicle lights must be used at all times in the underground parking areas when the vehicle is in motion.
- 34.13 The circular driveway off Douglas Street must be used only for the unloading or pickup of passengers and the vehicle must vacate the area within ten minutes.
35. Guest Parking
- 35.1 Without the prior permission of the strata council, no visitor's vehicle may be parked in visitor's parking for more than a total of 72 hours in any 30-day consecutive period.
- 35.2 A card must be displayed on the dashboard of the visitor's vehicle showing the unit number being visited. (This information is for use in an emergency.)
36. Storage Lockers
- 36.1 No flammable substances shall be stored in lockers.
- 36.2 All items must be stored at least 18 inches away from the sprinkler head, in accordance with fire regulations.
- 36.3 Lights must be turned out when leaving the storage room.

- 36.4 Items placed in storage lockers are the responsibility of the owner. The strata corporation bears no liability for theft of, or damage to, the goods in the lockers.
37. Bicycles
- 37.1 Bicycles must be carried when passing through the carpeted common areas.
- 37.2 If a bicycle is not in regular use, owners should move it to a storage locker to permit frequent users access to the bicycle rack.

#### Division 7 - Rentals and Other Accommodations

38. Rentals - Form K, Owner Responsibility and Evictions
- 38.1 Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
- deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
  - 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);
  - 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 s. 146 of the Act; and
  - provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
- 38.2 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.
- 38.3 The Strata Corporation may provide owners 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 (38.1) or (38.2) above.
- 38.4 Owners who fail to provide a Form Kand/ or their tenancy agreement as required by these bylaws may be subject of a fine of up to \$200 per week, until the Form K has been provided.
- 38.5 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 Strata Property 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.
- 38.6 If after complying with subsection (38.5), 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.

- 38.7 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.
- 38.8 In addition to the levying of fines, the collection of remedial costs, any other remedies it may have under these bylaws the Strata Corporation may pursuant to section 138 of the Strata Property 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 Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$3,000 per case, to conduct the proceedings.
39. Prohibition Against Use Of Strata Lot As A Short-Term Accommodation
- 39.1 For the purposes of this bylaw "short term accommodation" means:
- (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 90 days, and without limitation includes vacation accommodation use, executive accommodation use, boarding, use of the strata lot as temporary accommodation for employees of the owner or tenant, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - (b) and includes situations involving any of the uses set out in subsection 39.1(a) where a license is granted or a rental agreement is entered into for a period of longer than 90 days, where the occupant under the license agreement or accommodation agreement occupies the strata lot for less than 90 days; but
  - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- 39.2 Owners, occupants, and tenants must not:
- (a) use all or any part of their residential strata lot for use as a short-term accommodation; or
  - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term accommodation.
- 39.3 Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection 39.2 (a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short- term accommodation.
- 39.4 Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (39.2) (b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term accommodation.

## Division 7 - Privacy and Surveillance

## 40. Surveillance Measures

## 40.1 Repealed

40.2 The strata corporation collects data (namely the applicable unit number) with respect to the usage of each security fob programmed for use at and within Strata Plan VIS 2065.

40.3 The security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:

- a) being alerted to the presence of trespassers on the strata plan;
- b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on the strata plan; and
- c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its owners, tenants, occupants and visitors.

40.4 The security fob usage records will be stored for a period of up to one (1) month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.

40.5 The personal information of residents will only be reviewed or disclosed as follows:

- a) to law enforcement for the purposes set out in bylaw 40.3(a) or (b), or as otherwise required by law;
- b) to the council members, the caretaker and/or the strata manager, for the purposes set out in bylaw 40.3(a), (b) or (c); or
- c) to a resident in the event that the fob records include the personal information of a resident, such personal information of the requesting resident.

40.6 A resident or visitor must not do anything to damage or interfere with any camera or access fob equipment.

40.7 In installing and/or maintaining the systems described in this bylaw 40.7, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

## 41. Privacy Policy

The strata corporation is committed to protecting the personal information of its residents.

## 41.1 Why the Strata Corporation Collects Personal Information:

- a) To identify and communicate with the residents;
- b) To process payments;
- c) To respond to emergencies;

- d) To ensure the orderly management of the strata corporation;
- e) To comply with requirements imposed by the Act and other applicable laws; and

41.2 What Information the Strata Corporation May Collect, Use or Disclose:

- a) Typically, the strata corporation collects the following information from or about residents:
  - (i) Name(s), address(es) and phone number(s), as applicable
  - (ii) Banking or credit card information
  - (iii) Emergency contact information
  - (iv) Vehicle description/license plates
  - (v) Pet information
- b) Residents may give consent either orally, in writing, electronically or through an authorized representative. Consent will be implied when the purpose for collecting, using or disclosing personal information would be considered obvious and the individual voluntarily provides his or her personal information for that obvious purpose.

41.3 Collection, Use and Disclosure of Personal Information by the Strata Corporation:

- a) Except where the strata corporation is legally authorized (for example, pursuant to a bylaw) or consent is otherwise not required (as discussed below under the next heading), the strata corporation will seek consent before collecting, using or disclosing personal information.
- b) The strata corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes and will not collect, use or disclose personal information in other circumstances unless the strata corporation first receives further consent from the person involved.
- c) The strata corporation will make reasonable efforts to ensure that the personal information that it collects, uses or discloses is accurate and complete. If a resident is aware that the personal information the strata corporation has about them needs to be corrected, please advise the strata corporation about the correction in writing.

41.4 What Personal Information the Strata Corporation Can Collect, Use or Disclose without Consent:

- (a) With respect to a council member, the telephone number or some other method by which the council member can be contacted on short notice;
- (b) Information authorized by a bylaw;
- (c) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
- (d) The names of tenants of a strata lot, if any;
- (e) With respect to a council member, the telephone number or some other method by which the council member can be contacted on short notice;
- (f) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- (g) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- (h) Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;

- (i) If the strata corporation requires legal advice from a lawyer;
- (j) If the strata corporation is collecting money owed by an owner, tenant or occupant; and
- (k) If the personal information is required to be collected, used or disclosed by law

41.5 **Withdrawing Consent:**

Except where withdrawing consent would frustrate the performance of a legal obligation, a resident can withdraw consent at any time by giving the strata corporation reasonable notice. If consent is withdrawn, the strata corporation will inform the person withdrawing the consent of the likely consequences of that step.

41.6 **Retention of Personal Information:**

The strata corporation will only retain personal information for as long as necessary to fulfill the identified purposes or as long as required for a legal or business purpose. If the information of a resident is used to help the strata corporation render a decision, the information will be retained for a one (1) year period.

41.7 **Security of Personal Information:**

- a) The strata corporation has implemented reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification or disposal.
- b) If the strata corporation retains another organization to do work for the corporation that involves personal information, the corporation will ensure that there is an agreement in place that commits that organization to adhere to this privacy policy.

41.8 **Access to Personal Information:**

- a) A resident is entitled to access to their own personal information that is under the strata corporation's control and is also entitled to know the ways in which that information has been used or disclosed.
- b) Any request by resident for his or her must be made in writing and directed to the strata corporation's privacy officer: Privacy Officer of Strata Plan VIS 2056
- c) The strata corporation will charge a minimum fee when an access request is made and the amount should be verified when the request is made.
- d) The strata corporation will respond to a written request within 30 business days of receipt of the request; however, the strata corporation may be entitled in some circumstances to extend the response period. In providing the response, the strata corporation will inform the requesting party whether he or she is entitled to access to the requested information, and if access is denied, the reason for the denial, and the name and contact information of the strata corporation's privacy officer who can answer any questions about the response.
- e) When providing personal information in response to a request, the strata corporation will edit out certain information as required or authorized by law, including any personal information about other individuals and/or the personal information about the requesting party that is subject to an investigation or a legal proceeding.
- f) If a requesting person is not satisfied with a response from the strata corporation, that person may complain to the British Columbia Office of the Information and Privacy Commissioner ([www.oipcbc.ca](http://www.oipcbc.ca)).

## Division 8 - Miscellaneous

## 42. Sales and Open Houses

- 42.1 Individual strata lots will not have "For Lease" or "For Rent" or "For Sale" signs posted thereon, or visible outside thereof.
- 42.2 An owner who wishes to sell their strata lot is required to instruct their agents to station someone in the lounge during "open houses" and to have someone personally escort all prospective viewers to and from the unit and in and out of the building.

## 43. Outdoor Cooking

- 43.1 Outdoor cooking using any cooking device is prohibited. The use of barbecues is allowed on the rear patio and adjoining lawn for Strata Council and/or owner-sponsored socials.

## 44. Exterior Appearances

- 44.1 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed without prior approval of the strata council.
- 44.2 No awning, shade, screen, air-conditioning unit, smoke stack, satellite dishes, radio or television antenna shall be hung from or attached to the exterior of the building or strata lot, without prior written approval of the strata council.
- 44.3 No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the building so they are visible from the outside of the building.
- 44.4 Balconies shall not be used for storage other than plants, flowers, and patio furniture.
- 44.5 Drapes and blinds visible from the outside of the building must be cream or white.
- 44.6 The exterior of the strata lot or the building shall not be altered in any way, including but not limited to the painting of wood, stucco, brick, railings, concrete, or other exterior parts of the building.
- 44.7 Carpets or any other covering that traps water against the concrete and inhibits the drying of the concrete surface is prohibited.

## 45. Security

- 45.1 Opening devices which operate the front door, garage doors and the storage rooms form part of the common property and assets of the strata corporation. Two devices will be assigned to each strata lot. The cost to purchase additional devices beyond the two assigned devices or to replace lost or stolen devices is as follows:
- a) \$100 for a garage door fob;
  - b) \$25 for building door fob.

Devices that have been issued but are no longer required may be returned and (subject to the condition of the device) a refund obtained. Any loss or theft of a device must be reported to the strata council immediately. The owner of the applicable strata lot is responsible for all costs, losses or damages incurred by the strata corporation in respect of a device that has been assigned to the owner's strata lot

- 45.2 All residents must:
- a) lock their car doors when their cars are in the garage;
  - b) watch to see that no unauthorized persons enter the garage doors after passage of a car;
  - c) when moving or facilitating the entry of repairmen and delivery people, the garage door is not to be kept open without constant supervision;
  - d) close any exterior door if it is discovered open with no one around;
  - e) keep apartment doors locked at all times;
  - f) avoid propping any external door open unless the door is kept under observation, and close any door found open in such a manner;
  - g) keep tight control over common keys and garage door openers; and
  - h) ensure movers/tradespersons/service persons are instructed in the operation of the handicapped access doors on the garage level, which doors have an option to "hold" the door open.
- 45.3 A resident is responsible for anyone they admit to the building.
- 45.4 A resident must not admit anyone seeking entry to the building by any means unless the person seeking entry and the purpose of the entry is known to that resident.
46. Cleanliness and Garbage
- 46.1 Rubbish, garbage, boxes, footwear or the like, shall not be placed in corridors, stairways, garage or any other part of the common property.
- 46.2 The parking area is for the parking of motor vehicles, bicycles, and shopping carts only. No other goods or materials are to be stored, placed, or located in this area.
- 46.3 All household refuse shall be contained in suitable plastic bags and deposited in the refuse chute except during the period of time scheduled for garbage removal as posted above each chute. Bottles, plastics and tin cans are to be deposited in recycling bins provided in the parkade under the south tower.
- 46.4 Cardboard cartons must be flattened prior to being placed in the recycling bins.
47. Hobby Room
- 47.1 The hobby room and any tools left therein are for the use and convenience of all residents. A resident must clean all work areas after use, avoid leaving materials in the room unless under lock and key, and avoid the use of spray paint because of limited ventilation.

Furniture and other items must not be left in the room unless the council has given a resident prior permission to do so. Materials left by a resident in the hobby room must be appropriately identified as to the materials' owner or they will be considered common property.

#### 48. Moving, Deliveries and Alterations

##### 48.1 For the purposes of this bylaw:

- (a) "Move" means a change in the person or persons residing in, or occupying a strata lot resulting from the sale of the unit or under a residential tenancy agreement or lease that does involve the movement of furniture or appliances into or out of the building
- (b) "Delivery" means bringing furniture or appliances into the building or removing same from a unit when there is no change in Occupancy.
- (c) "Alteration" means carrying out changes, improvements, or additions to a strata lot, or to limited common property, or common property

##### 48.2 When making a Move into or out of a strata lot, a resident or owner must:

- (a) notify the management company and the strata council in writing at least seven days prior to the move;
- (b) must be present and supervise all aspects of the Move. Such supervision is not the responsibility of Strata Council or the Management Company and an owner or a resident should make other arrangements for supervision if they cannot be present to supervise the Move
- (c) obtain the elevator key from a member of the strata council and return it to the strata council as soon as the move is finished. Owners are responsible for the cost of replacing any key that is lost while it is in their possession.
- (d) pay a moving fee of \$50.00 if a resident's change in occupancy results in furniture to be moved into or out of the resident's strata lot;
- (e) ask council, or its designate, for information regarding elevator padding and other protective devices (stored in the wire cage in the parking area of the North tower and in the bench in the North tower elevator lobby) and ensure that the elevator protective coverings and floor carpet are in place prior to the Move (despite the foregoing, the strata corporation acknowledges that this will typically be done by the resident's moving company). Ensure that the elevator protective coverings and floor carpet are returned to the storage area immediately upon completion of the Move.
- (f) compensate the Strata Corporation for any damage done to any common property or common assets as a result of the Move;
- (g) ensure that the movement of furniture or other goods takes place only via the parking area. For clarity, no items, other than hand carried packages, will be permitted through the Douglas Street entrance and other ground floor entrances;
- (h) ensure that a Move occurs only between the hours of 8:00am and 8:00pm each day;
- (i) ensure that no doors to the building are left open and unattended;
- (j) ensure that the elevator is released each time that the elevator is not in active use as part of the Move. For clarity, a resident may only use the elevator for a move when the resident is moving items into or out of the elevator and must not block off the elevator for the entirety of the resident's move.

- 48.3 Deliveries
- (a) Owners and residents should obtain an elevator key from a member of Council and return it to that Council member when the Delivery is completed.
  - (b) Substituting "Delivery" for "Move", the following sub-clauses of 48.2 apply to Deliveries: (b), (e), (f), (g), (h), (i) and (j).
- 48.4 Alterations
- (a) Movement of materials, tools or equipment into or out of the building associated with an Alteration is subject to the same requirements as outlined in 48.3 (b).
- 48.5 Disposal of Material
- (a) Owners, tenants, and occupants must remove moving boxes or containers and Moving and Alteration related garbage from the Strata and dispose of it at their own cost. The garbage bins and recycling containers are for normal household refuse only. Disposal of furniture, fixtures, equipment, clothing, etc. in the garbage area is prohibited.
49. Miscellaneous
- 49.1 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other parts of the strata lot or the common property.
- 49.2 A resident or visitor shall not obstruct, encumber or use for any purposes other than ingress to or egress from the strata lot, the sidewalks, entrances, elevator, loading space, stairways, lobbies or halls.
- 49.3 No material substances especially burning material such as cigarettes or matches shall be permitted to fall out of any window, door, balcony or other part of the strata lot or common property.
- 49.4 No natural (cut) Christmas trees are allowed in the building, including a strata lot.
- 49.5 Complaints in writing regarding apparent bylaw infractions are to be sent to the council, in care of the Secretary.
50. Electric Vehicle Charging Stations
- 50.1 An owner who wishes to install an electric vehicle charging station (an "EVCS") in the parking stall assigned to the owner's strata lot must make application to the strata corporation in accordance with bylaw 8 for permission to install an EVCS.
- 50.2 Without limiting the imposition of any other terms and conditions under bylaw 8:
- a) the council can establish minimum technical specifications for EVCSs;
  - b) the owner is responsible for the purchase and installation of the EVCS;
  - c) the owner with an EVCS in the parking stall assigned to the owner's strata lot is responsible for the repair and maintenance of the EVCS.

50.3 Since the EVCS is privately owned, the owner may agree to share it with a neighbor but any sharing must be reported to Council and each user must pay a separate monthly fee to the strata corporation to cover electricity consumption costs.

50.4 A user of an EVCS must inform the council in writing when a "plug in hybrid" vehicle is traded in for a full electric vehicle or vice versa.

#### 51. Occupancy Restriction

- (1) No more than four people may reside in a strata lot.
- (2) For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 60 days in a strata lot in any six month period.

#### END OF BYLAWS

Resolutions passed in 1994 and 1995 and filed under EH028846 and EJ21929 in the Land Title Office,

#### 11) Allocated Parking Spaces

The parking garage is common property. The Strata Corporation has designated the following parking areas for the use of the strata lots listed opposite each parking space.

#### ALLOCATED PARKING SPACES

SPACE NO.	LOT NO.	SPACE NO.	LOT NO.
58	1	35	23
10	2	53	24
17	3	33	25
16	4	12	26
13	5	41	27
14	6	18	28
5	7	49	29
26	8	31	30
25	9	59	31
7	10	55-61	32
20	11	50-51	33
11	12	44	34
22-8	13	43	35
24	14	32-9	36
6	15	29-30	37
36	16	56-57	38
54	17	37-38	39
60	18	34-52	40
23	19	42-15	41
19	20	47-48	42
39	21	45-46	43
21	22		