



CONSOLIDATED

BYLAWS

**FIRST APPROVED OCTOBER 22, 2009
UPDATED TO AUGUST 21, 2019**

**LIGHTHOUSE LANDING ESTATES
THE OWNERS, STRATA PLAN NO. VIS 5801
5300 GAINSBERG ROAD, BOWSER, BC.**

**CONSOLIDATED BYLAWS OF
THE OWNERS, STRATA PLAN NO. VIS 5801
LIGHTHOUSE LANDING ESTATES, BOWSER, BC**

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PREAMBLE:

LIGHTHOUSE LANDING ESTATES consists of 30 residential strata lots housed in a 1 storey wood frame building. Only strata lots 1, 2 and 5 have basements. Following a number of submission to BC Land Title Office, the porches, decks, balconies, patios, sidewalks and driveways associated with all strata lots are designated limited common property ("LCP"). These Consolidated Bylaws require the Strata Corporation to repair and maintain the LCP patios, decks and porches..

These Consolidated Bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants to that effect.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, SBC 1998, c. 43 (the "SPA"). For the purposes of these Bylaws, "Residents" means collectively, owners, tenants and occupants and "a Resident" means collectively, an owner, a tenant and an occupant.

All Residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

Condominium living is different from single family home living. Bylaws and rules govern the Residents and fines may be imposed on offenders by the strata council. Fines and other enforcement remedies are a reminder that bylaws and rules are only of benefit if they are enforced against those persons who break them. These steps are reluctantly taken by council. Council members are not police officers. However, they must act in the best interests of the Strata Corporation.

**THE CONSOLIDATED BYLAWS OF
THE OWNERS, STRATA PLAN NO. VIS 5801
LIGHTHOUSE LANDING ESTATES, BOWSER, BC**

WHEREAS The Owners, Strata Plan No. VIS 5801(the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE:

BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that all previous bylaws registered in the Victoria Land Title Office shall be repealed, the statutory Standard Bylaws shall be repealed and, the following bylaws shall be deemed to be the bylaws of the Strata Corporation (hereinafter, the "Consolidated Bylaws"):

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

Payment of strata fees & Interest Bylaw

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner shall pay the strata fees to the Strata Corporation either by twelve (12) postdated cheques annually or by preauthorized debit.
- (3) Failure by an owner to pay common expenses contrary to this bylaw shall constitute a complaint and the owner in default shall be deemed to have received written notice of that complaint.

(4) Interest Bylaw

The Strata Corporation's schedule for the payment of strata fees shall provide:

- (a) For purposes of the monthly strata fee, that:
 - (i) the strata fees are to be paid by an owner on or before the first day of the month to which the strata fee relates; and,
 - (ii) shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula; (b) For purposes of the special levy, that:
 - (i) the special levy shall be deemed to constitute a strata fee of the Strata Corporation for purposes of this bylaw;
 - (ii) shall be deemed to be in the amount for each strata lot specified in a special resolution approved by a $\frac{3}{4}$ vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula;
 - (iii) shall be deemed to be due and payable on or before the date specified in a special resolution approved by a $\frac{3}{4}$ vote of owners pursuant to section 108 of the *Strata Property Act* (the "SPA" or the "Act").
- (c) The Strata Corporation may charge an owner who is late paying his/her strata fees, (comprised of the monthly strata fee and any special levy) interest at the rate of 10% per annum, simple interest, compounded annually or the maximum rate of interest stipulated in the Regulations to the *Strata Property Act* from time to time.
- (d) The interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Act.
- (e) The Strata Corporation must charge interest and, in addition, may levy a fine in its discretion pursuant to the Fine Bylaw for late payment of strata fees and any special levy.

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner or tenant or council member must require a contractor to provide written evidence that the contractor is Work Safe BC insured and carries at least two million dollars (\$2,000,000.00) of liability insurance before authorizing any work on the common property, limited common property or the strata lot.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, the limited 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
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must not do or permit anything to be done that contravenes any statute, ordinance, or bylaw of any government authority, or any rule of law or equity.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, possession date and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name and the strata lot that the tenant occupies.
- (3) Within 2 weeks of a tenant moving in, an owner must inform the strata council of the tenant's name.

Alterations to the Strata Lot, Limited Common Property and/or Common Property

- 5 (1) An owner must obtain the written approval of the Strata Corporation before making an alternation to any of the following (the "Alteration"): (a) the structure of a building;
- (b) the exterior of a building;
 - (c) chimneys, decks, patios, walkways, driveways, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (e) fences, railings or similar structures,
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the Strata Corporation must insure under s. 149 of the *Strata Property Act*;
 - (h) all or a portion of the existing flooring in a strata lot;
 - (i) hot tub installation;
 - (j) common property, including limited common property;
 - (k) wiring, plumbing, piping, heating, air-conditioning and other services; or, (l) common assets.
- (2) Minor landscaping changes, upgrades and additions on a strata lot The Strata Corporation may require as a condition of its approval that the owner agree in writing to any one or more of the conditions set out in paragraph 6(1) of these Consolidated Bylaws. This responsibility must be disclosed and passed onto future owners by utilizing the Request and Undertaking Form attached as Addendum 2 to and forming part of these Consolidated Bylaws. Owners must provide the Request and Undertaking Form to the Strata Manager and copies of same will be provided with each Form B – Information Certificate.
- (3) The application of the unit owner(s) for an Alteration to the strata lot or to common property, including limited common property, pursuant to section 5(1) shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed Alteration;
 - (b) a plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) a copy of the building permit or other permits required by the municipality or the authority having jurisdiction;
 - (d) name of persons who will perform the work;
 - (e) a written undertaking agreeing to comply with all municipal bylaws, building codes and other applicable laws and to indemnify and save the Strata Corporation harmless against any and all liability associated with any violation, including legal costs as between a solicitor and the client; and,
 - (f) any other undertakings, documents or information which the strata council may reasonably require in order to grant permission.

The requirement for the annual review under the Short Term Exclusive Use of Common Property (Strata Property Act, Part 5, Division 2, and Item 76) will be waived if there are no changes. This ruling will apply to both common property surrounding individual units and the RV and Trailer Storage area.

- (4) Upon receipt of an application for an Alteration, the strata council shall within four (4) weeks from the date of receipt of the Application or an Amended Application either request further information, approve or reject the Application or Amended Application in writing.
- (5) An owner must obtain the written approval of the strata council before making or authorizing a third party to make an Alteration to the strata lot, common property or limited common property.

Conditions for Approval

- 6** (1) The strata council may impose any one or more of the following conditions on a strata lot owner approved for the Alteration:
- (a) perform the work or cause the work to be performed at the unit owner's sole cost;
 - (b) ensure that the work is performed:
 - (i) in a good and workmanlike fashion;
 - (ii) by competent workers;
 - (iii) in substantial compliance with the design drawings and plans approved by the strata council;
 - (iv) to a standard of work and materials not less than that of the existing structures or Alterations; and,
 - (v) in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit or other required permit to the strata council prior to the commencement of the work, if required by the local municipality or the authority having jurisdiction;
 - (e) where the structural or functional integrity of the strata lot, common property or limited common property is affected, employ at the unit owner's sole cost a qualified building envelope professional, if required in the sole discretion of the strata council, to prepare specifications and provide inspection services for the work;
 - (f) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the Strata Corporation may perform the work and collect the costs of same from the Applicant, including costs as between a solicitor and his own client;
 - (g) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - (h) indemnify the Strata Corporation and its' council members, authorized agents and employees and save them harmless:
 - (i) from and against any and all costs, expenses, claims or liability arising out of, related to or associated with the Alteration and/or the work, including legal costs as between a solicitor and his own client; and,

- (ii) from and against any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the Alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his own client;
- (iii) from and against other claims in the discretion of the strata council;
- (i) execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation (a sample form is attached to these Consolidated Bylaws as Addendum #1);
- (j) provide the strata manager with a Request and Undertaking Form attached as Addendum #2;
- (k) obtain and maintain appropriate insurance for the Alteration;
- (l) assume responsibility for all future expenses related to the Alteration, including, without limiting the generality of the foregoing, repair, maintenance and replacement costs, plus insurance for the betterment;
- (m) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser agree in writing to be bound by the terms of the Alteration and Indemnity Agreement failing which the Alteration shall be removed at the owner's expense prior to completion of the sale transaction and the property restored to same condition existing prior to the Alteration;
- (n) provide the Strata Corporation with a written assurance upon completion of the Alteration from a qualified professional certifying compliance with the design drawings and specifications, applicable building codes, municipal bylaws and other applicable laws;
- (o) provide the strata corporation with a written assurance stating that the Alteration complies with the terms of this bylaw and, where applicable, section 70(4) dealing with changes in habitable area and section 71 of the SPA dealing with significant changes in the use of appearance of common property; and,
- (p) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed Alteration.

(2) Renovation/Alteration Work

- (a) The owner must give the strata council two working days prior notice of the scheduled arrival of tradespersons or delivery of materials.
- (b) Tradespersons must be licensed and bonded and must maintain adequate insurance and Work Safe BC coverage.
- (c) An owner must ensure that the delivery of any construction materials is through the parking lot or any other access approved in writing by the strata council.
- (d) A Resident must not permit any construction debris, materials or packaging to be left to accumulate on strata property and must make suitable arrangements to remove or haul away debris.
- (e) An owner must ensure that the hours of work to perform renovations/alterations are restricted such that other Residents are not adversely impacted.

- (f) An owner or his or her authorized agent must be in attendance for all significant renovations/alterations, and the determination of significance shall be in the sole discretion of the strata council.

(3) Violations or Alterations Installed Without Permission

- (a) If an Alteration has been installed or constructed without the prior written permission of the strata council ("Unauthorized Alteration") or without strictly adhering to these Consolidated Bylaws, then the owner must 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.
- (b) If the owner refuses or neglects to restore the Alteration to its original condition after written notice to that effect from the strata council, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the strata lot, common property or limited common property.
- (c) The cost for such alteration and any legal costs on an indemnity basis shall be added to and become part of the strata fees for that owner on the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- (d) An owner or tenant in contravention of this Consolidated Bylaw 6 may be subject to:
 - (i) a stop work order from the Strata Corporation;
 - (ii) injunction proceedings brought by the Strata Corporation to enforce the stop work order and/or to obtain an order compelling the owner or tenant to restore the property to its original condition;
 - (iii) pay all restoration expenses required to restore the property to its original condition including clean up and repair costs;
 - (iv) pay all legal costs incurred by the Strata Corporation to enforce this bylaw on a full indemnity basis; and,
 - (v) a fine or fines in the discretion of the strata council for each contravention.

Permit entry to Strata Lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, 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; or

- (ii) to ensure compliance with the SPA, Regulations, bylaws and rules provided that there are reasonable grounds to believe that a violation exists.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is required due to an emergency and after using reasonable means, the owner or tenant cannot be contacted to provide such entry, then the owner or tenant shall be responsible for all costs related to the forced entry incurred by the Strata Corporation including any legal costs on a full indemnity basis.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8** (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property including limited common property comprised of decks, patios and porches;
 - (c) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size & Eligibility

- 9** (1) Subject to subsection (2), the council must have at least 4 and not more than 7 members.
- (2) A spouse of an owner may stand for council and spouse includes a husband or wife, and an individual who has lived and cohabited with the owner or a period of at least 2 years at the relevant time in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
 - (3) If the owner is a limited corporation or a partnership or other form of business entity, then such entity may appoint an individual who may stand for council.

- (4) Only one person is eligible to run for election as a strata council member at any one time with respect to a particular strata lot.
- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under Section 116(1) of the SPA.
- (6) If a council member is unable to continue to be on council pursuant to Bylaw 9(5), 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.

Council members' terms

- 10** (1) The term of office of a council member is two years and ends at the second annual general meeting after the date of that council member's election or appointment.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11** (1) Unless all the owners are on the council, 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. The Strata Corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (4) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the Strata Corporation for the remainder of the term.
- (5) The strata council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the strata council without a quorum.
- (6) A replacement council member appointed pursuant to these Consolidated Bylaws may be appointed from any person eligible to sit on the strata council.

Replacing council member

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

Officers

- 13** (1) At each General Annual Meeting, the owners must elect from amongst its members, a Chair, a Vice-Chair/Bylaw Officer, a Secretary, a Treasurer, a Maintenance Officer, a Landscaping Officer and a Waste Water Management Committee Representative.
- (2) A person may hold more than one office at a time, other than the offices of chair and vice chair.
- (3) The vice chair has the powers and duties of the chair
- (a) while the chair is absent or is unwilling or unable to act,
- or (b) if the chair is removed, or
- (c) for the remainder of the chair's term if the chair ceases to hold office.
- (4) The strata council may vote to remove an officer.
- (5) If an officer other than the chair is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from amongst themselves for the remainder of the term.

Calling council meetings

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

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

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within the period set out in the SPA or the Regulations and if no date is specified, as soon as feasible after the date of the hearing.

Quorum of council

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

Council meetings

- 17 (1) The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it sees fit.

- (2) 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.
- (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (4) Owners may attend council meetings as observers unless the chairperson in his or her sole discretion rules that observers are not permitted and in that event the ruling shall be final and binding.
- (5) Despite subsection (4), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18 (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 chair may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 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, by making the minutes available for viewing at the Strata Corporation's office and circulating same via email or regular mail.

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the SPA.

Spending restrictions

- 21 (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property, limited common property, or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) **Unapproved Expenditures (S. 98(2), SPA)**
 - (a) 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 bylaw.
 - (b) Subject to Consolidated Bylaw 21(3)(c), (subsection 98 (3) of the *Strata Property Act*), the expenditure may be made out of 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 \$10,000.00 and inform the owners as soon as feasible about such expenditure.
 - (c) The expenditure may be made out of the operating fund or the contingency reserve fund if there are reasonable grounds in the opinion of the strata council or if time does not permit, in the opinion of any one council member, to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the strata 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) Indemnity

- (a) Each strata council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the strata council.
- (b) Notwithstanding paragraph (4)(a), there shall be no indemnity if a strata council member is adjudged guilty of wilful misconduct, fraud or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

Division 4 — Enforcement of Bylaws and Rules

Fines

- 23 (1) Complaint, Right to Answer and Notice of Decision (section 135 of the *Strata Property Act*).
- (a) The strata council must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
- (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
- (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
- (d) Once the requirements referred to in this section have been complied with, the strata council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with section (1), the strata council, in addition to any other rights or remedies that it has available in law, may levy a fine in its sole and absolute discretion

in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw of the Strata Corporation and \$50.00 for each contravention of a rule.

- (3) The strata council may adopt policy from time to time to address specific bylaw infractions and otherwise govern the manner in which fines will be levied.
- (4) If the strata council in its discretion determines that an owner, tenant occupant or guest is in repeated contravention of any bylaw or rule of the Strata Corporation, then subject to compliance with the provisions of the SPA, the council must levy fines against an owner or tenant without further notice to the owner or tenant.
- (5) If the strata council levies a fine pursuant to this Consolidated Bylaw, the owner or tenant shall have 14 clear days to provide written notice to the strata council requesting dispute resolution provided for in Consolidated Bylaw 30, and upon receipt of such notice, the strata council shall be deemed to have consented to such dispute resolution pursuant to Consolidated Bylaw 30. The right of an owner, tenant or occupant is in addition to any other rights which the owner or tenant may have to dispute the claim. If the owner or tenant does not notify the strata council within 14 clear days, the strata council is not deemed to have consented.
- (6) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default. A charge of \$25.00 shall be made against an owner for any N.S.F. cheque issued by that owner.
- (7) **Applications & Complaints**

Every Application, complaint or notice to the strata council for its consent or consideration must be in writing and delivered to the strata council in compliance with section 63(1) of the *Strata Property Act*. The strata council is not required to deal with a matter brought to its attention in any other manner, but it may in its discretion waive the infraction.

Continuing contravention

- 24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

- 25 (1) Annual and special general meetings must be chaired by the chair of the council.

- (2) If the chair of the council is unwilling or unable to act, the meeting must be chaired by the vice chair of the council.
- (3) If neither the chair nor the vice chair 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.

Participation by other than eligible voters

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

Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters (See SPA, Division 5, *Voting*, sections 53-58).
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless a precise count is authorized by a majority vote of owners.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the chair, or, if the chair is absent or unable or unwilling to vote, the vice-chair may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, only if proposed by the chair or approved by a majority vote of owners.

Order of business

- 28** 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) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting; (n) terminate the meeting.

Governance Provisions

29 (1) Quorum for annual or special general meeting SPA:

If within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to 2 hours from the appointed time at the same place but, if at the appointed time to which the meeting is adjourned a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.

(2) Electronic attendance at meetings:

- (a) A person who is eligible to vote may attend at an annual or special general meeting by electronic means including telephone, teleconference or any other method as determined by the chairperson of the meeting, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting and otherwise complies with any rules established by the strata council.
- (b) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

(3) Eligible Voters & Strata Arrears & Quorum: (Section 53(2) & (3) of the *Strata Property Act*):

- (a) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the *Strata Property Act*, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.

- (b) If a vote for a strata lot may not be exercised pursuant to subsection (a) then that 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 SPA.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 30** (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.
- (4) This provision does not apply to Consolidated Bylaw 20(4).

Division 7 – Additional Bylaws:

Prohibitions

31 Pets

- (1) A Resident must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals; (b) a reasonable number of small caged mammals or birds; or (c) a maximum of two dogs or two cats or one of each.
- (2) An owner or tenant in violation of this bylaw may, in addition to any other remedy available to the Strata Corporation, be subject to a fine pursuant to the Fine Bylaw in the discretion of the strata council.

- (3) A Resident must remove a prohibited pet or a Problematic Pet or a dangerous pet from the Strata Corporation upon receipt of written notice from the strata council to that effect and the pet must be removed within a reasonable period of time after notice to that effect.
- (4) A problematic pet includes a pet that (the “Problematic Pet”):
 - (a) causes a nuisance;
 - (b) disrupts the quiet enjoyment of other occupants;
 - (c) causes unreasonable noise; or,
 - (d) causes unreasonable damage or mess to a strata lot, common property or limited common property.
 - (e) acts in an aggressive or dangerous manner
- (5) If the strata council finds a pet to be a Problematic Pet on not less than three (3) separate occasions, then that pet must be removed from the Strata Corporation pursuant to Consolidated Bylaw 31(3).
- (6) If the strata council finds a pet to be dangerous, then the Resident must remove that pet from the Strata Corporation immediately after written notice to that effect.
- (7) A Resident must keep their pet under control and on a leash or otherwise secured and under control when that pet is on the common property or the limited common property, excluding enclosed decks and porches, and shall be responsible for the removal of that animal’s feces from the common property or limited common property according to acceptable waste management practices.
- (8) A Resident shall not leave a pet tied up and unattended at any time on the common property or limited common property, excluding enclosed decks and porches.

32 Use of the Strata Lot, Limited Common Property & Common Property

(1) Prohibitions on Use of Strata Lot and Limited Common Property:

An owner, tenant, occupant or visitor, as the case may be, shall not:

- (a) use a strata lot except for residential purposes and home-based business;
- (b) use a water bed in the strata lot;
- (c) permit anything to be done in or about his/her strata lot or any strata lot or the common property which will increase the risk of fire, or the rate of fire insurance premiums or any other insurance premiums;
- (d) store in or about his/her strata lot, the common property or the limited common property storage areas any flammable, explosive or hazardous materials unless same are stored in containers approved by the Fire Marshall such as a 20-pound propane tank;
- (e) alter the exterior of the building, including patios and balconies and porches, by changing the colour of the paint on the building from its original colour;

- (f) hang laundry, washing, towels and clothing on common property or the limited common property, excluding within a strata lot where such activities are permitted;
- (g) use or permit his or her strata lot to be used for any purpose other than as a singlefamily dwelling;
- (h) allow the strata lot to become unsanitary;
- (i) place furniture or other goods against the windows or on window sills so as to appear untidy from the exterior;
- (j) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings showing from the outside of the building in the windows, except for usual design or white or of-white coverings which are permitted;
- (k) permit the patios or balconies or porches to become unsightly, unsanitary or untidy;
- (l) allow substantial snow to accumulate that may cause water infiltration into the strata lot;
- (m) use any barbeque other than a gas or electric barbeque;
- (n) alter any electrical wiring, plumbing or other services without first complying with Consolidated Bylaws 5.0 and 6.0;
- (o) display seasonal decorations except during the period 4 weeks prior and 2 weeks after the event;
- (p) display a personal name plate larger than 46 cm x 20 cm (18 inches by 8 inches) placed within the porch area; and,
- (q) nail or affix any name plate, signage or any other item to the hardy plank siding.

(2) Prohibitions on the Use of Common Property:

An owner, tenant, occupant or visitor shall not:

- (a) do or permit anything to be done that may interfere with the maintenance of the grounds or cause damage to plants, flowers, lawns or other landscaped common areas and for greater certainty, shall not place chairs, tables or other objects on the common property so as to damage them, prevent growth, or interfere with the cutting of lawns or the maintenance of the grounds generally;
- (b) create an obstruction, restriction or hindrance to the sidewalks or other parts of the common property or to persons lawfully using the same;
- (c) store or pile dust, rubbish, garbage, boxes, packing cases or the like on any part of the common property, excluding designated areas for garbage and other debris;
- (d) do anything which may cause damage to or interfere with the operation of the septic system;
- (e) permit environmentally harmful liquids to travel into the storm and septic drainage system (Note: all storm drains lead into Deep Bay Creek).

(3) Satellite Dishes and Aerials

Owners must apply to Strata Council for approval of the installation of all aerials and satellite dishes using the "Alteration" process set out in Consolidated Bylaws 5 and 6. Applications will have a greater likelihood of approval if the proposed installation:

- (a) is discrete and has minimum disruption to the look of the strata complex;
- (b) is removable with negligible damage to the strata property; and, (c) does not adversely impact the neighbours.

(4) Signage:

An owner, tenant or occupant shall not:

- (a) erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property, except a temporary notice to sell the strata lot of a size, style and location approved by the strata council or a name plate pursuant to Consolidated Bylaw 32(1)(q);
- (b) subject to section (a) above, erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a strata lot or on limited common property, common property, common facilities or other assets of the Strata Corporation;
- (c) subject to sections (a) and (b), an owner, tenant or occupant is permitted to display one or more of the followings signs:
 - (i) security system signs;
 - (ii) Block Watch signs;
 - (iii) pet signs; and,
 - (iv) other similar signs.

(5) Member Obligations:

An owner, tenant, occupant or their visitors shall:

- (a) at all times keep all common areas in a neat, tidy and clean condition comparable to the standard of a high quality residential development;
- (b) at all times keep all balconies, porches and patios in a neat, tidy and clean condition comparable to the standard of a high quality residential development; and,
- (c) forthwith report to the strata council or a person designated by it, any accident or injury to, or failure of the water pipes, toilet, drains or fixtures, electrical wires or other fixtures located on common property or in a strata lot.

Garbage

33 (1) Garbage Removal:

An owner, tenant or occupant shall:

- (a) properly wrap all garbage in garbage bags and place it in containers located at the garage collection area the night before or the day of garbage pickup;

- (b) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
- (c) separate and place household waste in a proper garbage container; and,
- (d) place recyclables in separate containers from the other garbage in compliance with the local municipal bylaws.

Parking & Motor Vehicles

34 (1) Parking Location:

- (a) An owner, tenant, occupant or their guests shall only park motor vehicles in areas designated or assigned for such purpose.
- (b) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in designated visitors' parking areas or in the parking space(s) designated for his or her strata lot.
- (c) Residents and guests may not park in visitor parking areas for longer than two weeks without the prior written permission of the strata council.
- (d) Visitor parking spaces may be used for the specific purpose of doing construction or maintenance work for the benefit and improvement of strata lots, common property, limited common property and common assets.
- (e) Limited RV parking is available on a “first come – first serve basis” near the upper pond with the prior written approval of the strata council.

(2) Parking Prohibitions:

- (a) An owner, tenant or occupant shall not park the following on the common property or limited common property for more than 72 hours without the prior written approval of the strata council which may be subject to conditions and such permission must be in compliance with the Strata Corporation's rules in force from time to time:
 - (i) an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles;
 - (ii) a motor home, truck with camper, truck camper, or similar type of recreational structure designed as temporary or permanent accommodation, recreational vehicle, or a similar type of vehicle; and, (iii) a boat or trailer.
- (b) Parking of vehicles other than those owned by a Resident or their guest(s) is prohibited.
- (c) Residents and their guests shall not:
 - (i) perform major service, maintenance or repair work to a motor vehicle on common property;
 - (ii) park on common property in a manner which may compromise the safety or security of the Residents of the complex; and,
 - (iii) park a motor vehicle on common property which is leaking fluids.
- (d) No guest recreational vehicle parking is permitted within the Strata.

- (e) A Resident storing or parking a vehicle for a term longer than one week but less than one month must provide the strata council with proof of insurance on the commencement date of the storage.
- (f) No vehicles may be stored for more than one month in any calendar year.

(3) Parking Restrictions:

An owner, tenant, occupant and their visitors shall not:

- (a) park on emergency fire lanes;
- (b) exceed the speed limit of 20 kilometres per hour on the common property

(4) Towing rights:

- (a) The strata council shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the strata council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (b) 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.
- (c) 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.

Insurance & Insurance Deductible:

- 35** (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser on an annual basis for the purposes of determining full replacement value pursuant to section 149(4)(a) of the SPA.
- (2) For purposes of section 149(4)(b) of the SPA, 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) flood insurance; and,
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$3,000,000.00.
- (3) Subject to the Regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with sections 99(2) or 100(1) of the SPA.

- (4) Despite any other section of this 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 of the Act.
- (5) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

Indemnity

- (6) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible.
- (7) For greater certainty, an owner shall be deemed to be a responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs, legal costs on a full indemnity basis and other related costs or expenses not covered by proceeds from insurance.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:

- (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) hot water tank;
 - (iv) washing machine;
 - (v) toilet, sink, bathtub and/or shower;
 - (vi) air conditioner;
 - (vii) fish tank;
 - (viii) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - (ix) fireplace; or,
 - (x) any other similar type of appliance, equipment or fixture.
- (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
- (c) any damage to the limited common property that an owner is required to repair and maintain such as an owner's patio, balcony or porch.
- (9) An owner under this bylaw 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, or the contents of same including legal costs as between a solicitor and his own client caused by or resulting from or arising out of or related to acts, omissions, negligence or carelessness of the owner or of any member of the owner's family and their guests, employees, contractors, agents, tenants or volunteers, but only to the extent that such expenses are not met by the proceeds received from any applicable insurance policy and including any deductible that has been paid by the strata corporation in accordance with section 158(1) of the SPA.
- (10) For the purposes of this bylaw, any insurance deductible paid by the Strata Corporation under a claim against the Strata Corporation's insurance policy for loss or damage caused by an owner shall be considered as an expense chargeable to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (11) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (12) An owner should obtain and maintain a Homeowner Package insurance policy to cover:

- (a) the losses described in section 161 of the Act;
- (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and,
- (c) any betterments or changes to the buildings or fixtures built by the developer.

Small Claims Court Actions

36 Authority to Bring Small Claims Court Action:

- (1) Pursuant to section 171(4) of the *Strata Property Act*, a special resolution of the unit owners to bring a suit against an owner or other person to collect money owing to the corporation under the *Small Claims Act*, including money owing as a fine, is hereby dispensed with.
- (2) The strata council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for further vote or approval of the unit owners at a general meeting.

Full Indemnity Legal Costs & Indemnity

- 37** (1) An owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the SPA, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
 - (3) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

Marketing Activities by Owners or the Owner/Developer

- 38** (1) An owner/developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner/developer may use a strata lot, that the owner/developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- (3) Signs for sale or rental of a strata lot may be posted at the entrance of the complex in the structure provided and are to conform to the size approved by the Strata Council.
- (4) All real estate signs must be removed within two weeks of sale completion date.
- (5) Anyone wishing to post a business sign must apply to Strata council.

Rental Limitation Bylaw

Definition: In this section Holiday Rental is defined as the rental of Strata Property for a period of between 30 to 120 days, by the strata property owner(s) who are absent from their resident Strata Property.

39 (1) Purpose of the Rental Limitation Bylaw

- (a) The Strata Corporation wishes to limit the number of strata lots that may be rented at any one time for the following reasons:
- (i) to protect the preferred lifestyle of the community by encouraging owneroccupation of the residential strata lots; and,
 - (ii) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale.
- (b) To define the procedure to be followed by the strata lot owner and the strata council in administering the said rental limitation.

(2) Rental Limitation

Pursuant to Section 141 of the *Strata Property Act* (the “Act”), and subject to any exemptions provided under the said Act, the number of units within the Strata Corporation that may be leased or rented by the owners at any one time shall be three (3).

(3) Period of Time for Rental

Pursuant to section 141(2)(b)(ii) of the *Strata Property Act* the Strata Council may restrict the period of time for which strata lots may be rented. The time period will be one year with renewal requests reviewed and granted annually.

(4) Procedure by Owner

An owner who wishes to rent his strata lot shall:

- (a) apply in writing to the strata council for permission to rent within the prescribed limit;
- (b) prior to renting to a prospective tenant, comply with section 146 of the *Strata Property Act* by giving the prospective tenant:
 - (i) the current bylaws and rules; and,
 - (ii) a Notice of Tenant's Responsibilities (Form K);
- (c) provide the strata council with the Form K signed by the tenant and the Addendum to Form K (Addendum 4) within two weeks of renting the strata lot. Form K and the Addendum to Form K must be submitted to strata council on an annual basis. Failure to do so may result in the eviction of the tenant.

(5) Procedure by Strata Council

The strata council receiving an application from an owner to rent shall:

- (a) respond in writing to the owner within fourteen (14) days from the date of receipt of the application stating its decision to approve or reject the application to rent;
- (b) deal with each application on a "first come-first served basis" in the order received, and,
- (c) place the application on a waiting list for future consideration if the owner is denied permission to rent.

(6) Bylaw Exemption for Rentals – Family or Family Members

- (a) These bylaws do not apply to prevent the rental of a strata lot to a member of the owner's family.
- (b) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.

(7) Hardship Rentals

- (a) Where the limit of leased units established in this Consolidated Bylaw 39 is reached, subject to any other statutory exemptions, no further rentals shall be permitted except on grounds that the bylaws create a hardship on the owner, pursuant to section 144 of the *Strata Property Act*.
- (b) An owner may provide a written application to the Strata Council to rent on the grounds of hardship, stating the following:

- (i) the reason the owner thinks an exemption should be made; and, (ii) whether the owner wishes a hearing.
 - (c) The application of the owner should include documentation in support of the reasons for exemption on grounds of hardship.
 - (d) If the owner wishes a hearing, the strata council must hear the owner or the owner's agent within three (3) weeks after the date the application is given to the strata council.
 - (e) An exemption is allowed if the strata council does not give its decision in writing to the owner within one week after the hearing; or if no hearing is requested, within two (2) weeks after the application is given to the strata council.
 - (f) An exemption granted by the strata council may be for a limited time.
 - (g) The Strata Council must not unreasonably refuse to grant an exemption.
- (8) **Application of Bylaw**

A bylaw that limits rentals does not apply to a strata lot until the later of:

- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and, (b) one year after the bylaw is passed.

40 Remedy for Breach of Rental Bylaw

- (a) A zero tolerance or strict compliance with the Rental Limitation Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce these bylaws against violating tenants and owners.
- (b) The Strata Corporation shall pursue any violation of the Rental Limitation Bylaw with all force of law, including, in addition to any other remedies, an application to the Supreme Court to compel an owner or tenant to comply with the bylaws. If a person occupies a strata lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the courts tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and a client shall be payable to the Strata Corporation by a tenant or owner violating these bylaws.
- (c) An owner who leases a strata lot in contravention of the Rental Limitation Bylaw **shall** be subject to a fine in the amount of \$500.00 or such higher fine as may be permitted by the Regulations from time to time, for each seven (7) day period that the strata lot is rented in contravention of these bylaws.

41 Occupancy Bylaw:

Definitions: For the purposes of this bylaw:

“Relative” means a spouse, a parent, a grand-parent, a child, a grand-child or a sibling of the owner and/or a parent, a grand-parent, a child, a grand-child or a sibling of the spouse of the owner.

The occupancy of a strata lot while the owner is not in residence for any period of less than one month (31 days) by any occupant other than a relative of the owner is prohibited.

42 Short-Term Occupancy Bylaw

Definitions: For the purposes of this bylaw:

“Short-Term Occupancy” will be defined as the occupancy of a strata lot, for a period of between 1 to 4 months, by a Short-Term Occupant.

“Short-Term Occupant” means a person, other than an owner or a tenant, who occupies a strata lot without the owner or tenant also occupying the strata lot.

“Family Member” means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.

42 (1) Restriction on Occupancy

An owner shall not permit a Short-Term Occupant to occupy their strata lot without the prior written permission of the strata corporation.

42 (2) Limitations

A Short-Term Occupancy of a strata lot shall be subject to the following conditions:

- (a) There shall be a maximum of 4 occupants, including children,
- (b) Owners must provide the strata council with a way to be contacted in their absence
- (c) There will be a maximum of 5 active Short-Term Occupancies at any one time (d) Each strata lot shall be permitted only one Short-Term Occupancy in a 12-month period

42 (3) Procedure by Owner

An owner who wishes to have a Short-Term Occupant staying at their strata lot shall: (a) apply in writing, using the Short-Term Occupancy Application, to the strata council for permission

- (b) confirm they have provided the prospective Short-Term Occupant with the current Bylaws, Rules, Care of Septic System documents and a copy of the Short-Term Occupancy Application

- (c) provide the strata council with the Short-Term Occupancy Application signed by the prospective Short-Term Occupant;
- (d) provide confirmation that they have in place an owner's insurance policy;

42 (4) Procedure by Strata Council

The strata council, upon receiving a Short-Term Occupancy Application, from an owner shall:

- (a) Respond in writing to the owner within fourteen (14) days from the date of receipt of the Short-Term Occupancy Application stating its decision to approve or reject the request
- (b) deal with each Application on a "first come-first served basis" in the order received, and, place the application on a waiting list for future consideration if there are more than 5 active Short-Term Occupancies.

42 (5) Bylaw Exemption – Family or Family Member

- (a) These bylaws do not apply to prevent the Short-Term Occupancy of a strata lot by a Family Member of the owner.

42 (6) Remedies

An owner who allows a Short-Term Occupant in contravention of bylaw 41 (2) Limitations shall be subject to a fine in the amount of \$200.00 or such higher fine as may be permitted by the Strata Property Regulation 7.1 from time to time, for each seven (7) day period that the owner of the strata lot is in contravention of these bylaws.

Severability

43 Severability:

The provisions of this bylaw shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

ADDENDUM 1

INDEMNITY & ALTERATION AGREEMENT



Dated this ____ day of _____, 20__

BETWEEN:

THE OWNERS, STRATA PLAN NO. VIS 5801
Lighthouse Landing Estates, Bowser BC (Hereinafter the “Strata Corporation”)

AND:

The registered owner(s) of Strata Lot _____(hereinafter the “Owner”)

WHEREAS:

- A. Pursuant to the provisions of the Consolidated Bylaws of the Strata Corporation, an Owner requires the prior written permission of the Strata Corporation before making certain changes to his or her strata lot, the limited common property and/or the common property;
- B. The Owner has made an application to the Strata Corporation for the following Alteration:

in accordance with the plans and specifications annexed hereto and forming part of this Agreement (the “Alteration”).

- C. The Strata Corporation approved the following $\frac{3}{4}$ vote at a general meeting (the “Resolution”) (*Delete if inapplicable*):
- D. The Owner is the registered owner of a strata lot legally described as follows:

Strata Lot , District Lots 1 and 86, Newcastle District, Strata Plan VIS5801, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V” (the “Strata Lot”).

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained and the payment of ONE DOLLAR (\$1.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. In consideration of a grant of permission from the Strata Corporation to the Owner authorizing and approving the Alteration, the Owner covenants and agrees with the Strata Corporation that he/she will comply with the terms of this Agreement and shall:

Design:

- (a) before proceeding with the Alteration, obtain the written approval of the strata council specifying the colour, size and appearance of the Alteration, which said approval shall not be unreasonably withheld.

Produce Permits:

- (b) produce a copy of a valid building permit or other required permit or permission (the “Permits”) to the strata council prior to the commencement of the work, if required by the local municipality or the authority having jurisdiction, or alternatively, upon request, the Strata Corporation will execute an agent’s agreement authorizing the Owner to apply on its behalf to the authority having jurisdiction for the Permits required for the Alteration and the Owner shall provide a copy of the Permits to the Strata Corporation before commencing work;

Employ Professionals & Qualified Contractors where the structural or functional integrity of the strata lot, common property and/or limited common property is impacted:

- (c) retain at the Owner’s sole expense, a professional approved by the Strata Council:
 - (i) to prepare and submit the specifications and plans for the Alteration to the council for approval before commencing the work;

(ii) to inspect the work during the course of construction to ensure compliance with the specifications and all other applicable building codes, municipal bylaws and other laws; and,

(iii) to certify in writing to the Strata Corporation that the Alteration has been constructed in compliance with the BCBC and all other applicable laws;

(d) to ensure competent personnel to perform the work on the Alteration;

(e) to provide evidence that the contractors are covered by Work Safe BC;

Standard of Work:

(f) ensure that the work is performed:

(i) in a good and workmanlike fashion;

(ii) by competent personnel;

(iii) in substantial compliance with the design drawings and plans approved by the strata council;

(iv) to a standard of work and materials not less than that of the existing structures or Alterations; and,

(v) in accordance with all applicable building codes, laws, statutes and bylaws;

Rectify Deficiencies:

(g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the Strata Corporation may perform the work and collect the costs of same from the Owner, including costs as between a solicitor and his own client;

Observe *Strata Property Act*, Bylaws & Policies:

(h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;

(i) provide the strata corporation with a written assurance stating that the Alteration complies with the terms of the bylaws and, where applicable, section 70(4) dealing with changes in habitable area and section 71 of the *Strata Property Act* (the “SPA”) dealing with significant changes in the use of appearance of common property;

(j) cause all work to be conducted in accordance with the Strata Corporation’s bylaws and comply with the noise bylaws of the authority having jurisdiction so as to not cause a nuisance or disturb the surrounding occupants;

Indemnity:

- (k) indemnify the Strata Corporation and its' council members, authorized agents and employees pursuant to the terms of this Agreement, including payment of any legal costs of the Strata Corporation on a full indemnity basis;

Insurance:

- (l) obtain and maintain insurance for the Alteration pursuant to the terms of this Agreement;
- (m) provide the Strata Corporation with satisfactory evidence that adequate insurance coverage is in place for the Alteration as required by this Agreement before commencing work and ensure that such coverage is in place at all times;
- (n) assume responsibility to insure the Alteration at his/her sole cost and if the Owner fails to insure or to maintain insurance on the Alteration, then the Strata Corporation may obtain the insurance on behalf of the Owner and charge all expenses related to that insurance to the Owner, including any legal costs as between a solicitor and his own client;

Payment of Costs:

- (o) perform the work or cause the work to be performed at the unit owner's sole cost;
- (p) assume responsibility for all future expenses related to the Alteration, including, without limiting the generality of the foregoing, repair, maintenance and replacement and insurance costs;
- (q) assume responsibility to repair, maintain and replace the Alteration at his/her sole cost and if the Owner fails to repair and maintain the Alteration after notice to that effect from the Strata Corporation, then the Strata Corporation may perform the work on behalf of the Owner and charge all expenses related to that work to the Owner, including any legal costs as between a solicitor and his own client;
- (r) pay the cost of preparing this Agreement forthwith upon demand, including any costs or expenses incurred by legal counsel for the Strata Corporation as between a solicitor and his own client;
- (s) pay the costs to register this Agreement at the Land Titles Office, if required;

Subsequent Purchasers Responsibility:

- (t) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser agree in writing to be bound by the terms of the Alteration and Indemnity Agreement failing which the Alteration shall be removed at the Owner's expense prior to completion of the sale transaction and the

property restored to the same condition existing prior to the Alteration and to the satisfaction of the strata council.

INSURANCE & INDEMNITY:

2. The Owner agrees to pay for any damage caused by the Alteration 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 the bylaws or insure under section 149 of the SPA.
3. The Owner agrees to reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that Owner's strata lot, common property, limited common property or the contents of same arising out of or related to the Alteration if:
 - (a) that Owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of that owner or the Owner's employees, contractors, agents, volunteers or other similar persons,

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
4. For greater certainty, an Owner shall be deemed to be responsible even if that Owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the indemnity related to the Alteration, the insurance deductible pursuant to section 158(2) of the SPA, repair costs and any other related costs or expenses pursuant to this Agreement.
5. Any amount owing by the Owner to the Strata Corporation pursuant to this Agreement, including legal costs, shall be charged to the Owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the cost or expense was incurred.
6. The Owner agrees to obtain and maintain a Homeowner Package insurance policy to cover:
 - (a) the losses described in section 161 of the Act;
 - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and, (c) the Alteration.

7. The Owner shall provide the Council with confirmation that an owner's policy with coverage which complies with this Agreement is in place, together with a copy of the insurance policy before commencing the Alteration and thereafter within a reasonable time after request.
8. The Owner hereby agrees to indemnify and save harmless the Strata Corporation and its council members, representatives, agents, directors, officers, employees, contractors, managers, administrators, successors and assigns, from and against:
 - (a) any and all claims, actions, causes of action, liability, losses, damage, suits or expenses, costs, including legal costs as between a solicitor and his own client or liability arising out of, related to or associated with the Alteration and/or the work, including legal costs as between a solicitor and his own client;
 - (b) any and all claims, liability or damage to the building envelope or to the common property, the limited common property or the strata lot arising out of or related to the installation of the Alteration, or any other consequential damage arising out of the Alteration;
 - (c) from and against any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the Alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his own client;
 - (d) any Builder's Lien claim which may be filed against the common property as a result of the installation, repair, maintenance or replacement of the Alteration;
 - (e) the increased costs for fire and liability insurance payable by the Strata Corporation, if applicable, and the insurance costs related to the betterment;
 - (f) the grant of permission by the Strata Council and/or the Strata Corporation to the Owner to alter common property, the Strata Lot or Limited Common Property;
 - (g) any repair or maintenance or replacement costs related to the Alteration at any time during the term of this Agreement; and,
 - (h) any other damage, costs or expenses arising out of the grant of permission or the installation of the Alteration or anything related to the Alteration and affixed to or placed on the common property, the strata lot or limited common property.
9. In the event of any claim being brought against the Strata Corporation, the Strata Corporation shall provide the Owner with written notice of such claim, and thereafter the

Owner shall at his/her own expense defend, protect and save harmless the Strata Corporation against such claim or any loss or liability resulting from such claim, including legal costs as between a solicitor and his own client.

10. In the event that the Owner shall fail to adequately defend and/or indemnify and save harmless the Strata Corporation, then in such instance, the Strata Corporation shall have the full right to defend, pay or settle such claim on his/her behalf without notice to the Owner, and with full rights to recourse against the Owner for all fees, costs, expenses, and payments made or agreed to be paid in order to discharge and/or settle such claim, including legal costs as between a solicitor and his own client.
11. In the event the Owner shall fail to obtain and maintain adequate insurance coverage related to the Alteration in breach of this Agreement, then if the breach continues after the expiry of reasonable notice of same from the Strata Corporation, then the strata council in its discretion may obtain and maintain the insurance on behalf of the Owner and recover the costs of the premiums from the Owner.
12. Upon default, the Owner further agree to pay all reasonable legal fees and costs, as between a solicitor and his own client, necessary or required to enforce this Agreement.

SUBSEQUENT OWNERS:

13. The Owner agrees to inform a purchaser of the Strata Lot of the terms of this Agreement and to require that purchaser to agree in writing to assume the obligations of the Owner pursuant to this Agreement as a condition of closing and to provide the Strata Corporation with a copy of the executed assumption of this Agreement prior to closing.
14. If the Owner fails to require a purchaser to assume this Agreement in writing on or before the closing date of the sale of the Strata Lot, then the Owner shall remove the Alteration at his/her expense and restore the property to the same condition as existed prior to the Alteration to the satisfaction of the Strata Corporation.
15. This Agreement shall be in force until the earlier of: (a) Replacement of the Alteration; or, (b) 99 years.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, successors, assigns and personal representatives as the case may be.
17. Time is of the essence.
18. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

19. This Agreement may be signed in counterpart and faxed copies shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

THE OWNERS, STRATA PLAN NO. VIS 5801

**VIS 5801 Indemnity & Alteration
Neighbour Agreement & Council Approval Form**

THE OWNERS, STRATA PLAN NO. VIS 5801 at 5300 Gainsberg Road Bowser, BC V0R 1G0

The neighbours listed below agree to the **PERMANENT** changes to Common Property as proposed by:

Owner Signature(s): _____ UNIT _____

Owner Printed Name(s): _____

That change being (fully describe and attach diagram):

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

APPROVED BY:

Strata Council Member _____ Date: _____

Title: _____

Strata Council Member _____ Date: _____

Title: _____

**THE OWNERS STRATA PLAN NO. VIS 5801
REQUEST AND UNDERTAKING (1)**

I request the permission of the Strata Council of The Owners Strata Plan No. VIS 5801 to install the following on the Common Property:

(Describe proposed installation with details of location and with sketch plan if appropriate)

If the Strata Council grants me permission, I agree to make the installation at my expense and at my risk. I agree to bear the cost of any additional insurance premium if any is charged to The Owners Strata Plan No. VIS 5801 by reason of the presence of this installation.

I save The Owners Strata Plan No. VIS 5801 harmless from any claim or damage which may be given or caused others by reason of this installation, or by reason of The Owners Strata Plan No. VIS 5801 incurring costs of any maintenance or removal of the installation which may be required but which I fail to perform.

The Strata Council may deliver any notice signifying its pleasure by delivery of a written notice to my Strata Home, and I agree to comply with the Strata Council's requirement within 7 days of delivery of the notice, after which date the Strata Council may act without further notice to me, at my cost.

I will see The Owners Strata Plan No. VIS 5801 paid in that respect upon its invoice to me, including its cost of restoring the Common Property if the installation is removed.

I understand that this installation is entirely at the pleasure of the Strata Council and I agree to maintain and remove the installation, and restore the Common Property, if removed, all as may be specified by the Strata Council, and pursuant to my indemnity.

This undertaking is an indemnity which is both personal and real, and as such it is binding on me and my Estate, and on any subsequent owner of this Strata Home, and to that end the Strata Council may cause a caveat to be Registered against Title to the Strata Home.

Date: _____

Strata Lot/Unit # _____

Strata lot owner signature

Strata lot owner signature

**VIS 5801 Request and Undertaking
Neighbour Agreement & Council Approval Form (2)**

THE OWNERS, STRATA PLAN NO.VIS 5801 at 5300 Gainsberg Road Bowser, BC V0R 1G0

The neighbours listed below agree to the **TEMPORARY** changes to Common Property as proposed by:

Owner Signature(s): _____ UNIT _____

Owner Printed Name(s): _____

That change being (fully describe and attach diagram):

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Neighbour Agreement Signature(s): _____

Print Unit & Neighbour Name _____ Date: _____

Strata Council Member _____ Date: _____

Strata Council Member _____ Date: _____

Title: _____

REQUEST AND UNDERTAKING (3)

The Strata Council's permission as per the Request and Undertaking Form (1) dated: _____ is granted/refused on the following condition(s):

[illegible]

Date: _____ Unit#: _____

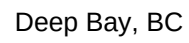
Strata Council Member Signature

Plan VIS 5801

Unit _____

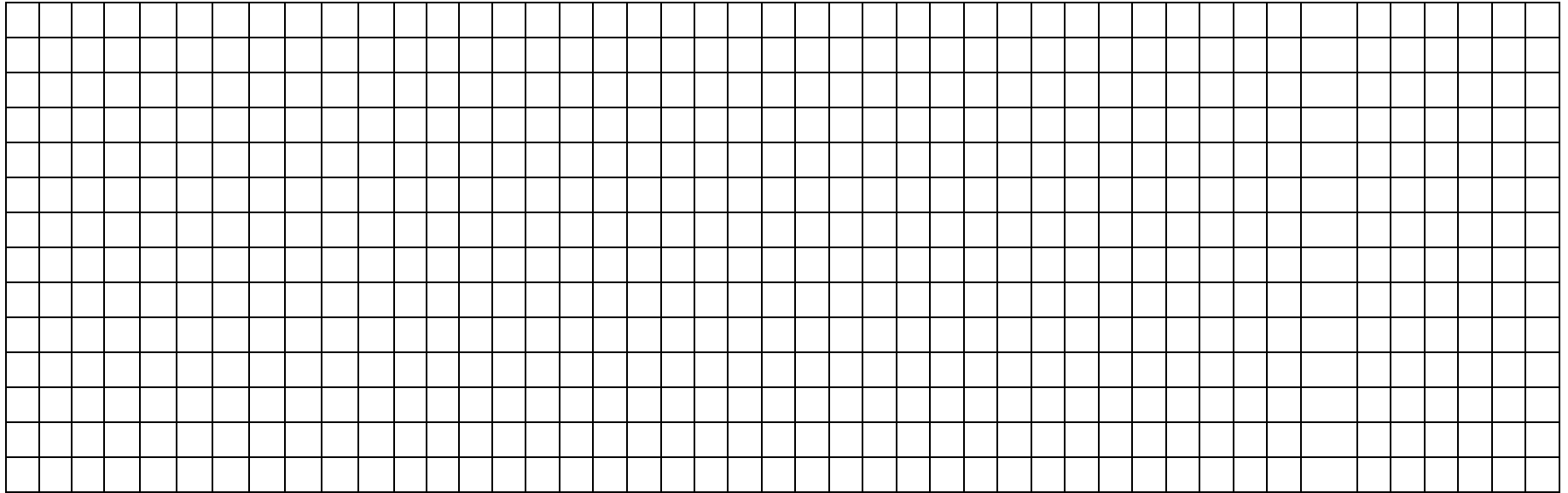
Date: _____

5300 Gainsberg Ro



Request and Undertaking Drawing

[illegible]



PASSED BY RESOLUTION OF A $\frac{3}{4}$ VOTE AUGUST 28, 2018



THE OWNERS STRATA PLAN NO. VIS 5801
MAINTENANCE WORK ORDER FORM

Work order procedure:

This form is used to provide notification to the strata maintenance committee of repairs that are required to the strata common property.

Complete the upper section of the requisition form and submit it to the chairperson of the strata maintenance committee.

When possible, a follow up response will be given to the resident after the repair in question has been reviewed and the work completed.

Projects and/or repairs over \$200.00 have to be priced and submitted to strata council with justification for prior approval.

Requisition:

Name: _____ **Unit #** _____ **Telephone #** _____

Date Issued: _____

Location of repair: _____

Description of work to be carried out:

Expenditure over \$200.00

Estimated Cost: Labour _____ **Material:** _____

 To be completed by Strata Council Representative

Approved By: _____ **Date:** _____

Work Completed By:_____ Date:_____

Actual Cost: Labour:_____ Material_____

Comments:

44

Addendum to Form K

**TENANT'S CONTACT INFORMATION AND
CONTRACT RENEWAL DATE**

Re: Strata Lot.....*[strata lot number as shown on strata plan]* of Strata

Plan VIS 5801 *[the registration number of the strata plan]*

Contact Information:

Tenant # 1: phone number:

email address:

Tenant # 2: phone number:

email address *[if different from above]*

*FOR ADDITIONAL TENANTS, PLEASE INCLUDE CONTACT INFORMATION
AT THE BOTTOM OR REVERSE OF THIS FORM*

TENANCY END DATE:

*[TENANCY END DATE IS NOT TO EXCEED ONE YEAR FROM THE DATE THAT THE TENANCY
BEGINS. LANDLORDS ARE REQUIRED TO SUBMIT A NEW TENANCY AGREEMENT ANNUALLY
REGARDLESS OF WHETHER IT IS FOR A NEW TENANT OR FOR AN EXISTING TENANT. STRATA*

COUNCIL RESERVES THE RIGHT TO EVICT A TENANT IF A NEW FORM K AND ADDENDUM TO FORM K ARE NOT RECEIVED.]

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LIGHT HOUSE LANDING ESTATES SHORT-TERM OCCUPANCY APPLICATION (Addendum #5)

Lighthouse Landing Estates Strata Plan No. VIS 5801 Strata Lot ____5300 Gainsberg Road Bowser BC
V0R1G0

Names of Occupants (Please Print) _____

Phone Number(s) of Occupant - Main Contact _____

Email: _____

Occupancy Period commencing _____[month, day, year] Ending _____[month, day, year]

- 1) Short Term Occupants in Strata VIS 5801 must comply with the Bylaws and Rules of the Strata Corporation. Current Bylaws and Rules attached. Also attached is a document regarding the Care of the Septic System.
- 2) The current bylaws and rules may be changed by the strata corporation, and if they are changed, the occupant must comply with the changed bylaws and rules.

3) If an occupant of the strata lot, or a person visiting the occupant or admitted by the occupant for any reason, contravenes a bylaw or rule, the occupant is responsible and may be subject to penalties, including fines, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

4) Strata Corporation VIS 5801 Ltd. is not responsible for any illness, accidents, damages, death, theft, costs or injury that occurs while on the property.

5) The Property Owner and Strata Corporation VIS 5801 Ltd. are not responsible for the loss of personal belongings or valuables of the occupant. By accepting this occupancy agreement, all occupants and others whom they invite to the unit and/or building area and its facilities are expressly assuming the risk of any harm arising from their use of the unit and building and facilities, and the occupant releases the Property Owner and Strata Corporation VIS 5801 Ltd. from any claims, loss, damages, and indemnifies and saves them each harmless from and against all claims, damages, actions or expenses suffered by or occurring to the Property Owner and/or Strata Corporation VIS 5801 Ltd in connection with the foregoing.

Date: _____ [month day, year].

Signature of Owner/s

Signature of Occupant/s

Strata Council Approved: Date _____

Signatures of Strata Council Members (2 required)