

Proposed Replacement Bylaws

for

Strata Plan VIS 5801

Lighthouse Landing Estates



May 2022

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Preamble

It is intended that these bylaws replace and supersede the standard bylaws found under the Strata Property Act S.B.C 1998 c.43 and amendments thereto (herein the “Act”) and all other registered bylaws of the Strata Corporation.

Definitions

The following definitions shall apply to these bylaws:

“Resident” means: an owner, tenant, or occupant.

“Recreational Vehicle” includes travel trailers, boats, boat trailers, cargo trailers, utility trailers, motorhomes, campers, camper vans, kayaks, and kayak trailers, but excludes any of those if used for commercial purposes.

“Family Member” means:

- (a) a spouse of the owner;
- (b) the parent or child of the owner or the owner’s spouse;
- (c) a sibling, grandparent or grandchild of the owner or the owner’s spouse.

Unless otherwise stated all terms have the meaning prescribed to them in the Act.

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay a special levy on the date(s) on which it is due.
- (3) Interest may be charged on overdue strata fees and special levies and where charged, shall be calculated at ten percent (10%) per annum, compounded annually, which is in addition to any fine that might be imposed.
- (4) An owner shall pay to the Strata Corporation its actual legal fees and disbursements incurred by the Strata Corporation (including the costs of issuing a demand letter) in collecting unpaid strata fees, special levies, and any other amounts owing to the Strata Corporation.
- (5) In order to facilitate the payment of strata fees each owner shall provide the Strata Corporation with a valid signed pre-authorized payment or debit form.
- (6) An owner whose payment is returned NSF shall pay to the Strata Corporation the amount of any service charge or other fee charged to it as a result thereof.

2. Repair and maintenance of property by owner

- (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) All significant repairs and maintenance to electrical, plumbing, heating and fire suppression systems must be carried out by qualified trades.
- (3) An owner who has the use of limited common property must maintain it and keep it clean and tidy.
- (4) An owner who has the use of limited common property must repair the limited common property, except where the repair is the responsibility of the Strata Corporation under these bylaws.
- (5) Without limiting their obligations above, an owner must also repair and maintain:
 - (a) door handles and locks on all doors leading to and from their strata lot;
 - (b) smoke detectors within their strata lot;
 - (c) retractable exterior screen doors;
 - (d) garage door openers and track; and
 - (e) their crawl space (other than structural repairs), including all mechanical equipment (such as furnaces), pipes, wires and ducts situated therein.

(6) Where

- (a) a strata lot or the common or limited common property has been altered with the approval of the council; and
- (b) it was a term or condition of that approval that the owner and subsequent owners be responsible for the costs of the repair and maintenance of that alteration,

the owner of the strata lot to which the alteration was done or who has the use and enjoyment of the altered common or limited common property or who otherwise benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the Strata Corporation.

3. Use of property

(1) A Resident 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, hazard or harm 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;
- (e) unreasonably increases the risk of fire;
- (f) creates a risk that could void the Strata Corporation's insurance; or
- (g) is contrary to a purpose for which the strata lot, limited common property or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) A Resident or visitor must not:

- (a) Display holiday or celebration lights and decorations (other than Christmas lights and decorations) on the common or limited common property (including the exterior of a building) for longer than three weeks before and one week after the date of the holiday or celebration to which the lights or decorations relate.
- (b) Display Christmas lights and decorations on the common or limited common property (including the exterior of the building) except between November 15 and January 15.
- (c) Attach decorations, brackets, or any similar item to the hardy plank siding of a building or vinyl deck membrane using screws, nails or any similar fastener.

- (d) Store in or about a strata lot, the limited common property, or the common property any item or substance which would create an unreasonable hazard.
 - (e) Damage or interfere with the growth or maintenance of the lawn, plants, bushes, and other vegetation on the common property, except for plants and bushes within three (3) metres of the owner's strata lot.
 - (f) Obstruct the common property or interfere with another person's use of the same.
 - (g) Do anything that would damage or interfere with the proper operation of the waste water management system.
 - (h) Permit environmentally harmful liquids to enter the storm drains or waste water management system.
 - (i) Place or leave any item on the common property except with the prior written permission of the Strata Corporation or as permitted by these bylaws or the Rules.
 - (j) Place or use a hot tub on common property or on a deck.
 - (k) Allow a strata lot to become unsanitary.
 - (l) Feed birds, squirrels, rodents, or other wild animals on the common or limited common property, except for hummingbird feeders.
 - (m) Hang laundry, sheets, blankets, or clothing on the common or limited common property or in the window of a strata lot.
 - (n) Display any item in a window other than permitted window coverings and decorative items.
 - (o) Display window coverings visible from the outside of the building which are not white or off-white in colour.
 - (p) Use a patio, deck, porch, or yard for the purposes of storage (other than with respect to items that are permitted on such areas).
 - (q) Use a barbeque unless it is fuelled by propane or natural gas or powered by electricity.
 - (r) Display or attach any type of name plate, address marker or signage to the exterior of the building except for a sign which is smaller than 46cm x 20cm (18 inches x 8 inches) in the porch area.
 - (s) Enter any area of the common property to which access has been restricted (the council may restrict access to an area for reasons of safety or security).
- (3) A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets, or those parts of a strata lot which the Strata Corporation must repair and maintain under these

bylaws or insure under section 149 of the Act.

- (4) Only patio furniture, patio heaters, patio umbrellas, deck boxes, a barbeque, a reasonable number of decorative accessories and potted plants shall be placed on the patios or decks.
- (5) Hot tubs placed on limited common property must be screened from view of neighbours and securely locked when not in use.
- (6) Subject to these bylaws, no object such as signs, advertising, notices, or placards shall be erected or displayed on common or limited common property or a strata lot (such that it may be visible from the exterior of the strata lot).
- (7) A Resident may display the following signs on the common property and limited common property immediately adjacent to their strata lot provided they do not exceed one square metre in size:
 - (a) security system signs;
 - (b) Block Watch signs;
 - (c) signs warning of the presence of a pet;
 - (d) electoral signage (displayed during a federal, provincial, or municipal election); and
 - (e) other similar signage relating to the strata lot.
- (8) No awning, shade screen, trellis, solar panel, satellite dish, radio or television antenna, air conditioner, heat pump, patio cover, canopy, greenhouse, or other such items shall be hung from or attached to the exterior of any building or placed on the limited common and common property, without the prior written approval of the council pursuant to Bylaw 8.
- (9) A Resident must not place a hot tub, swimming pool or trampoline on the common or limited common property, without the prior written approval of the council pursuant to Bylaw 8.
- (10) A Resident must not install a charging station or other device or apparatus for charging an electric vehicle (a "Charging Station"):
 - (a) on the common or limited common property; or
 - (b) in a strata lot or a garage, except with the written permission of the strata corporation.
- (11) A Charging Station for which permission has been granted must meeting the following conditions and criteria:
 - (a) it is CSA approved;
 - (b) if it is hardwired, it is installed by a certified electrician who has WorkSafeBC

coverage and commercial general liability insurance; and

- (c) any appropriate permit(s) is obtained and copies of the permit and final inspection are sent to the strata corporation upon completion.

4. Strata lot use

- (1) Subject to subparagraphs (2) and (3) below, a strata lot shall only be used as a dwelling for a single family.
- (2) For the purposes of this bylaw the following classes of persons shall be also considered as part of a “single family”:
 - (a) a live-in caregiver;
 - (b) a roommate who resides or intends to reside in the strata lot with the owner or tenant for a period of greater than 30 days; and
 - (c) a Family Member.
- (3) Notwithstanding subparagraph (1) above a strata lot may also be used for a home office or business.

5. Pets

- (1) The keeping of pets in a strata lot is restricted to the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small, caged mammals or birds; and
 - (c) two dogs or two cats or one of each.
- (2) All pets must be on a leash not exceeding two (2) metres in length (or otherwise secured) and under the direct control of their handler while on the common property (other than in a fenced yard).
- (3) A pet’s owner must promptly remove any waste or excrement left by the pet on the common property or limited common property and dispose of it in accordance with acceptable waste management practices.
- (4) A pet must not be left unattended on the common or limited common property (other than enclosed porches, patios, decks, and fenced yards).
- (5) For the purposes of this bylaw a pet will be considered a problematic pet (the “Problematic Pet”) where the pet:
 - (a) causes a nuisance;
 - (b) disrupts the quiet enjoyment of other Residents;
 - (c) causes unreasonable noise;

- (d) causes unreasonable damage or mess to a strata lot, common property or limited common property; or
 - (e) acts in an aggressive manner.
- (6) If the strata council finds, after having complied with s.135 of the Act, a pet to be a Problematic Pet on more than three (3) separate occasions, then the strata council must order that the pet be removed from the Strata Corporation pursuant to subsection (7).
- (7) Where a Problematic Pet has been ordered in writing to be removed from the strata lot, a Resident shall have thirty (30) days to comply with any such order.
- (8) Notwithstanding any other bylaw, if the strata council determines a pet to be dangerous (meaning that it has attacked a person or animal), then the Resident must remove the pet from the Strata Corporation immediately after written notice to do so.
- (9) Visitors who bring pets onto the common property must comply with these bylaws as they pertain to pets.

6. Inform Strata Corporation

- (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Within two (2) weeks of a tenant residing in a strata lot, the owner of that strata lot must provide the Strata Corporation with a completed Form K with Addendum to Form K, containing the tenant's contact information.
- (3) On the request of the Strata Corporation or a council member, a person must:
- (a) Tell the Strata Corporation his or her name and strata lot number.
 - (b) Identify any pets or vehicles belonging to persons in their strata lot.

7. Obtain approval before altering a strata lot

- (1) For the purposes of this bylaw the term "alteration" includes any one or more of the following:
- (a) the replacement of an existing component of a building or structure, whether or not it is identical to the component being replaced;
 - (b) the modification of any component or portion of a building or structure;
 - (c) the addition of any item, component or fixture to a building or structure;
 - (d) changing the configuration of any part of a building or structure (including plumbing and ductwork); or

- (e) making a physical improvement to a building or structure;
- but does not include:
- (i) painting the interior of a strata lot;
 - (ii) the replacement of plumbing fixtures or light fixtures where no changes are being made to the pipes or wiring;
 - (iii) the replacement of flooring;
 - (iv) the replacement of cabinets and countertops; and
 - (v) the replacement of interior doors.
- (2) An owner must submit a completed “LLE Alteration Agreement Application” form, and receive the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, decks or other things attached to the exterior of a building;
 - (d) doors, windows, skylights or sun tunnels on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, deck or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) any portion of the plumbing, electrical, heating or fire suppression/detection systems; or
 - (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act (or any replacement of the same), except those parts excluded under (1) above.
- (3) The Strata Corporation must not unreasonably withhold its approval under subsection (2), but as a condition of its approval, it may require an owner to:
- (a) present design drawings and specifications pertaining to the proposed work (including a letter of assurance from a structural engineer regarding any structural changes which form part of the work);
 - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) install or utilize certain materials or products;
 - (d) obtain all necessary permits and governmental approvals (including final

- inspection certificates) and provide copies thereof to the Strata Corporation;
- (e) provide proof of Course of Construction Insurance, in an amount specified by the Strata Corporation, for the period of the work;
 - (f) have the owner enter into a written agreement (in the form approved by the council) that they shall be responsible for any future repair and maintenance costs, damages or other expenses relating directly or indirectly to the alteration (an "Assumption of Liability Agreement"); and
 - (g) provide such other documents or comply with any other terms and conditions as it may reasonably consider necessary in the circumstances.
- (4) Before commencing any alteration to their strata lot an owner to whom permission has been given must provide the following to the Strata Corporation:
- (a) a signed Assumption of Liability Agreement;
 - (b) a building permit (if required); and
 - (c) evidence of construction insurance (if required).
- (5) If approval is granted under subsection (2), only licensed and qualified trades may carry out work on the electrical, plumbing, heating, and fire suppression systems.
- (6) An owner shall indemnify the Strata Corporation for any costs, fees, expenses, and charges incurred by it in relation to:
- (a) returning to its previous condition any alteration which has been made and has not been approved;
 - (b) completing or fulfilling any condition or obligation which the owner failed to fulfil; or
 - (c) determining whether this bylaw and any terms and conditions imposed under it have been complied with.

8. Obtain approval before altering common and limited common property

- (1) For the purposes of this bylaw the term "alteration" includes any one or more of the following:
- (a) the replacement of an existing component of a building or structure, whether or not it is identical to the component being replaced;
 - (b) the modification of any component or portion of a building or structure;
 - (c) the addition of any item, component or fixture to a building, structure or the land;
 - (d) changing the appearance or configuration of any part of the exterior a building or a structure;

- (e) making a physical improvement to a building or a structure;
 - (f) making changes to the landscaping; or
 - (g) the placing of a structure on the common property.
- (2) Except as permitted in subsection (3), a Resident must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (3) In compliance with the Strata Corporation's Aesthetic Standards and General Rules in effect at the time, an owner may add or replace the following without complying with subsection (2) or Bylaw 7:
- (a) landscaping within three (3) metres of the exterior of the owner's strata lot;
 - (b) exterior door hardware; and
 - (c) retractable screen doors.
- (4) The Strata Corporation may require as a condition of its approval that the owner making the request:
- (a) ensure that all changes are in compliance with the Strata Corporation's Aesthetic Standards and General Rules in effect at the time;
 - (b) present design drawings and specifications pertaining to the proposed work (including a letter of assurance from a structural engineer regarding any structural changes which form part of the work);
 - (c) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building and existing structures within the strata;
 - (d) ensure that the delivery of construction materials be done in accordance with instructions specified by council;
 - (e) install or utilize certain materials or products;
 - (f) obtain all necessary permits and governmental approvals (including final inspection certificates) and provide copies thereof to the Strata Corporation;
 - (g) have the owner of the strata lot enter into a written agreement (in the form approved by the council) that they shall be responsible for any future repair and maintenance costs, damages or other expenses relating directly or indirectly to the alteration (an "Assumption of Liability Agreement");
 - (h) provide proof of course of construction insurance, in an amount specified by the Strata Corporation, for the period of the work;
 - (i) employ only trades who have WorkSafe BC coverage and at least two million dollars of commercial general liability insurance;

- (j) indemnify and save harmless the Strata Corporation and the other owners for any liens arising from the alterations (including, but not limited to, the actual costs incurred in removing the same); and
 - (k) provide such other documents or comply with any other terms and conditions as it may reasonably consider necessary in the circumstances.
- (5) Before commencing any alteration to their limited common property or common property an owner to whom permission has been given must provide the following to the Strata Corporation:
- (a) a signed Assumption of Liability Agreement;
 - (b) a building permit (if required); and
 - (c) evidence of construction insurance (if required).
- (6) If approval is granted under subsection (2), only licensed and qualified trades may carry out work on the electrical, plumbing, heating, and fire suppression systems.
- (7) An owner shall indemnify the Strata Corporation for any costs, fees, expenses, and charges incurred by it in relation to:
- (a) returning to its previous condition any alteration which has been made and has not been approved;
 - (b) completing or fulfilling any condition or obligation which the owner failed to fulfil; or
 - (c) determining whether this bylaw and any terms and conditions imposed under it have been complied with.

9. Permit entry to strata lot

- (1) A Resident 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 (including notice given by email), to:
 - (i) inspect, repair, or maintain common property (including limited 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) investigate allegations of a breach of a bylaw or rule upon receipt of a complaint that a bylaw or rule has been breached; or
 - (iii) remedy the contravention of a bylaw or rule under s.133 of the Act.

- (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 access to a strata lot is not provided in accordance with this bylaw, the owner of the strata lot will be responsible for:
 - (a) all costs of forced entry incurred by the Strata Corporation, including where the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the Strata Corporation in respect of contractors who must re-attend in order to access the strata lot; and
 - (c) the actual legal fees incurred in obtaining an order for entry.

10. Garbage

- (1) Any articles or material, other than normal household garbage and recyclables, being disposed of must be removed by, and at the expense of the Resident of the strata lot from which the articles or materials originated.
- (2) All waste must be placed and kept in appropriate containers. Items which fall out of garbage, composting or recycling bins must be picked by the Resident of the strata lot to which the bins belong.
- (3) Garbage, composting and recycling bins must be stored inside a strata lot. They may only be placed out after 5:00 am on the scheduled pickup day and must be retrieved by 10:00 pm on the scheduled pickup day.

11. Parking

- (1) Except for the purposes of temporarily loading or unloading a vehicle, no person shall park a vehicle or trailer on the common property (including roadways) other than in a designated parking space or on a driveway.
- (2) When parked on the common property as permitted under subsection (1), a vehicle or trailer must not be parked in a manner that would obstruct or impede other vehicular traffic.
- (3) Vehicles and trailers which are being loaded and unloaded must not be left unattended.
- (4) No repairs to or servicing of motor vehicles or trailers may be carried out on the common property, except in an emergency.
- (5) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the council, be prohibited from being operated or parked on the common property until repaired. Owners of motor vehicles leaving or dripping fluids on the common or limited common property shall promptly clean up the fluids.

- (6) Except in the case of moving trucks, deliveries and Recreational Vehicles, vehicles exceeding 4500 kg GVW, shall not be brought onto the common property.
- (7) Except as permitted by Bylaw 12 or with the prior written approval of the strata council, Recreational Vehicles which are owned by a Resident must not be parked or stored on the common or limited common property, other than for a maximum of 72 consecutive hours for the purposes of loading, unloading, cleaning and maintenance.
- (8) Visitors may only park in the visitor parking or a space(s) assigned for the use of the strata lot they are visiting.
- (9) Visitors may not park Recreational Vehicles on the common or limited common property, including in visitor parking or in a driveway.
- (10) No person may park in visitor parking for more than 14 days (consecutive or cumulative) in a 30-day period without the written permission of the council.
- (11) No vehicle, Recreational Vehicle or trailer may be parked on the common or limited common property (including in a driveway) unless licensed and insured, without the prior written approval of the strata council.
- (12) No derelict or inoperable vehicles may be parked on the common or limited common property.
- (13) No person may drive a vehicle in excess of 20km/hr on the common property.
- (14) Any vehicle, Recreational Vehicle or trailer which is in violation of any provision of this or any other bylaw or rule pertaining to parking of vehicles may, at the discretion of the council, be towed, without notice, at the expense of the owner of the vehicle.

12. Recreational Vehicle storage area

- (1) A Resident may park a Recreational Vehicle only in their assigned spot within the designated Recreational Vehicle storage area, and only with the written permission of the strata council.
- (2) Permission to use a Recreational Vehicle storage space shall be given on a first come – first served basis to those completing an LLE Recreational Vehicle Storage application form with priority being given to owners over others. Once all available storage spaces have been assigned, a waiting list will be maintained. As spaces become available, they will be assigned in accordance with the list, taking into account the size of the Recreational Vehicle and the size of the available space(s).
- (3) Only Recreational Vehicles owned or leased by a Resident may be parked in the Recreational Vehicle storage.
- (4) All Recreational Vehicles parked in the Recreational Vehicle storage area must be insured and, if covered only by a storage insurance policy, a copy of the policy must be provided to the strata council.

13. Reporting of damage

A Resident of a strata lot must promptly report to the Strata Corporation any damage to the common property, limited common property or to parts of their strata lot that are the responsibility of the Strata Corporation to repair and take reasonable steps to mitigate the continuation and expansion of such damage. Where a Resident fails to do so they shall not be entitled to any compensation, damages, or reimbursement from the Strata Corporation as a result of the damage.

14. Sale of strata lots

For Sale signs and other advertising regarding strata lots for sale shall only be posted on the signpost or directory installed or created by the Strata Corporation for that purpose and must be removed within seven (7) days of a binding contract for purchase and sale being entered into.

Division 2 – Powers and Duties of Strata Corporation

15. Repair and maintenance of property by the Strata Corporation

- (1) Subject to Bylaw 2(6), the Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) decks, porches, patios, sidewalks and driveways;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, and other things attached to the exterior of a building; and
 - (iv) doors (excluding door hardware), windows (including frames) and sun tunnels on the exterior of a building or that front on the common property.

16. Investigation costs

- (1) Where the Strata Corporation takes steps, including hiring third parties, to determine (the “Investigation”) one of the following:
 - (a) the source of damage (including the presence of water or mold) or some other defect to a strata lot or the common property;
 - (b) the origin of a noise, odour or smoke;

- (c) whether there has been a breach of a bylaw or rule; or
- (d) if an alteration was completed in accordance with the terms of its approval;

it may charge any costs related to the Investigation back to the owner of a strata lot where:

- (i) the source of the damage or defect originated from within that owner's strata lot;
- (ii) it is determined that the noise, odour or smoke originated in that owner's strata lot;
- (iii) it is determined that the Resident of the strata lot has breached a bylaw; or
- (iv) the alteration was done, or
- (v) to the owner of a strata lot who otherwise has the benefit of the alteration.

17. Legal proceedings and costs

- (1) In accordance with section 171(4) of the Act the authorization referred to under section 171(2) of the Act is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the council only.
- (2) Where the Strata Corporation takes steps, including commencing any form of legal proceeding against an owner or tenant, in order to:
 - (a) enforce the bylaws or the rules; or
 - (b) collect monies owing to the Strata Corporation (including, but not limited to: fines, chargebacks and insurance deductibles);

it shall be entitled to charge to and recover from that owner or tenant its actual legal costs and other fees and costs incurred in doing so (unless unsuccessful in its claim).

Division 3 – Council

18. Council size

The council must have 4 to 7 members.

19. Council membership

- (1) Subject to the other provisions of these bylaws, the spouse (as defined in Regulation 8.1(2) of the Act) of an owner, may be elected or appointed to the council provided that the owner has waived, in writing, their right to be elected or appointed.

- (2) Where the Strata Corporation is entitled to register a lien against a strata lot under s.116 of the Act, the owner, their spouse or tenant of that strata lot is ineligible for election to the council and where that person is already a member of the council, they shall be deemed to have resigned from council upon registration of a lien.

20. Council members' terms

- (1) The term of office of a council member ends with the election of a new council.
- (2) A person whose term as council member is ending is eligible for re-election.

21. Removing a council member

- (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.
- (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.

22. Replacing a council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two 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 two or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

23. Officers

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect from among those persons elected to council: a chair, a vice-chair, a secretary, and a treasurer.
- (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) for the remainder of the chair's term if the chair ceases to hold office.
- (4) The council, by majority vote, may remove an officer from their office (but not from council) and may (except in the case of the chair) appoint a replacement officer from among themselves for the remainder of the term.
- (5) The secretary shall serve as privacy officer under the Personal Information Protection Act unless another council member is appointed to that role.

24. Limit on liability of council members and indemnity

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted to be done in the exercise or intended exercise of any power or duty of the council.
- (2) Subparagraph (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each strata council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability, damages and costs, including legal costs on a full indemnity basis, for any acts or omissions while he or she was carrying out his or her duties as a member of the strata council.
- (4) Notwithstanding paragraph (3), there shall be no indemnity if a strata council member is adjudged guilty of wilful misconduct, fraud, or a breach of s.31 of the Act in the performance of his or her duties. In the event of a settlement of a claim against the Strata Corporation as a result the council member's actions or omissions, 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.

25. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members one week's notice of the meeting and 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 or urgent 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.

26. Quorum of council

- (1) A quorum of the council is:
 - (a) two (2), if the council consists of four (4) members;
 - (b) three (3), if the council consists of five (5) or six (6) members; and
 - (c) four (4), if the council consists of seven (7) members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

27. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members and other persons in attendance are deemed to be present in person.
- (3) For the purposes of this bylaw, a decision made by email or any other electronic messaging system or platform shall be deemed a meeting “held by electronic means” provided that:
 - (a) all council members (except any who would be excluded under s.32 of the Act) were sent the original email or message seeking a decision be made in relation to a particular issue;
 - (b) one of the following has occurred:
 - (i) all council members (except any who would be excluded under s.32 of the Act) have responded to the original email or message with a vote in favour or against the decision being requested; or
 - (ii) one week has passed since the original email or message was sent and enough council members to constitute a quorum have responded to the original email or message with a vote either in favour or against the decision being requested; or
 - (iii) an immediate decision is necessary to prevent significant loss or damage and enough council members to constitute a quorum have responded to the original email or message with a vote in favour or against the decision being requested;
 - (c) the decision is recorded in the minutes of the next strata council meeting not conducted by email or similar means; and
 - (d) a copy of the email or message exchange is retained as a record of the Strata Corporation pursuant to s.35 of the Act.

28. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the 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.
- (4) For the purposes of this bylaw, “majority vote” means a vote in favour of a resolution by more than 50% of the votes cast by council members who are present and who have not abstained from voting.

29. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.
- (2) For the purposes of this bylaw “inform” includes mailing, placing under a strata lot door, emailing, or posting to a website to which owners have access.

30. Delegation of council’s powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one 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;
 - (c) whether a person should be denied access to a recreational facility; or

- (d) whether to grant an exemption under s.144 of the Act.

31. Spending restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

32. Unapproved expenditures

For the purposes of section 98(2) of the Act the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$10,000.00.

Division 4 – Enforcement of Bylaws and Rules

33. Fines

- (1) The Strata corporation may fine an owner or a tenant a maximum of:
 - (a) Except as otherwise set out below, a fine of up to \$200 for each contravention of a bylaw.
 - (b) \$500 for a contravention of Bylaw 44.
 - (c) \$1,000 per day for a contravention of Bylaw 45(1)(a).
 - (d) \$50 for each contravention of a rule.
- (2) Fines, the costs to remedy a bylaw contravention and other similar amounts levied by the Strata Corporation must be paid within 14 days of being levied.

34. Continuing contravention

Except in relation to Bylaw 45(a) (for which a fine may be imposed for each day), if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

35. Owner responsibility for compliance

An owner must not knowingly permit a tenant to breach a bylaw or rule.

Division 5 – Annual and Special General Meetings

36. Failure to reach quorum

- (1) Pursuant to section 48(3) of the Act, if at the time appointed for an annual or special

general meeting a quorum is not present:

- (a) if the meeting is an annual or special general meeting held pursuant to s.42 of the Act the meeting stands adjourned for 15 minutes. At the time the meeting is reconvened, those eligible voters present at that time shall constitute a quorum.
 - (b) if the meeting is a special general meeting held pursuant to s.43 of the Act, it stands permanently adjourned.
- (2) If a meeting proceeds pursuant to (1)(a), and one or more eligible voters leave during the course of the meeting, the quorum shall be reduced to the number of eligible voters present, provided such number does not fall below 10% of the Strata Corporation's votes.

37. Electronic meetings

- (1) For the purposes of this bylaw "electronic means" refers to telephone, video conferencing or any other electronic method or platform so long as it permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) At the discretion of the strata council, a general meeting of the owners may be held entirely or partly by electronic means.
- (3) Each eligible voter shall be solely responsible for taking all required steps and costs associated with accessing and attending such a meeting.
- (4) For the purposes of this bylaw, a meeting is held partly by electronic means when some eligible voters attend in person and some by electronic means.
- (5) Where a meeting is held entirely by electronic means the following bylaw provisions shall not apply:
 - (a) Bylaw 39 – participation by other than eligible voters.
 - (b) Bylaw 40:
 - (i) issuing of voting cards;
 - (ii) casting of votes by a show of voting cards;
 - (iii) method of precise count; and
 - (iv) request for ballot.
- (6) Where a meeting is held entirely by electronic means all votes shall be taken by roll call, a show of hands, the use of a polling or voting mechanism included in the meeting platform or some other means whereby a person can indicate their choice of vote. The choice of which method will be used shall be at the discretion of the chair of the meeting.

- (7) Where a general meeting is held partly by electronic means, eligible voters may attend by electronic means, provided they advise the Strata Corporation in 48 hours in advance of the meeting of their intention to do so.
- (8) Where an eligible voter attends a general meeting being held partly by electronic means:
 - (a) they need not be issued a voting card;
 - (b) they may cast their vote by indicating verbally, by raising their hand, through the use of a polling or voting mechanism included in the meeting platform or by some other means whereby a person can indicate their choice of vote; and
 - (c) the Strata Corporation need not make provision for them to cast a vote by ballot (secret or otherwise).

38. Person to chair meeting

- (1) Subject to subsections (2) and (3) 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, including a strata manager.

39. Participation by other than eligible voters

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

40. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, 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) A vote must be held by ballot if the ballot is requested by an eligible voter, even if the chair has already decided on another form of vote under subsection (3).
- (7) A vote for strata lot may not be exercised, except on matters requiring a unanimous vote or an 80% vote, if the Strata Corporation is entitled to register a lien against that strata lot under s.116 of the Act.
- (8) Each person elected to the strata council must be elected by a majority vote, unless the owners present in person and proxy at the annual general meeting, by majority vote, approve another method of election.

41. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve the 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.
- (2) No person may make an audio or video recording of any part of a general meeting except where doing so is approved by majority vote of the owners present in person or by proxy at the meeting.

42. Summary financial statements

Pursuant to Regulation 6.7(3) the Strata Corporation may distribute with its Notice of Annual General Meeting, financial statements in summary form.

Division 6 – Additional Bylaws

43. Insurance deductible and damage to property

- (1) For the purposes of section 149(4)(b) of the Act "major perils" shall include the peril of "earthquake" and overland flood in addition to those perils listed under Regulation 9.1(2).
- (2) For the purposes of s.151 of the Act the Strata Corporation shall obtain and maintain errors and omissions insurance for council members in the amount of \$3 million.
- (3) The owner of a strata lot shall be obligated to pay to the Strata Corporation:
 - (a) the amount of any insurance deductible paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy (the "Deductible"); or
 - (b) the costs to investigate and repair any physical damage (the "Repair Costs") to the common property, limited common property or those portions of a strata lot which the Strata Corporation is required to repair (or otherwise chooses to repair) and for which a claim is not made under or against the Strata Corporation's insurance policy;

where either of the following apply:

- (i) the owner, their tenant, an occupant of the owner's strata lot or a visitor or invitee to the strata lot is responsible for the cause of the loss or the damage; or
 - (ii) the source of the damage originated in that owner's strata lot (other than from common property within the strata lot).
- (4) If an insurance claim is made under the Strata Corporation's insurance policy in relation to any portion of an owner's strata lot and the damage is confined to that owner's strata lot, the owner shall pay directly any Deductible related to such claim where:

- (a) the owner, their tenant, an occupant of the owner's strata lot or a visitor or invitee to the strata lot is responsible for the loss or damage that gave rise to the claim; or
 - (b) the source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot).
- (5) Where the Strata Corporation takes steps or does work, on an emergency basis, to mitigate the damage to a strata lot or the common or limited property, and in doing so incurs costs which are not paid as part of an insurance claim (the "Emergency Costs"), the Strata Corporation can charge those costs to either of:
 - (a) the owner of the strata lot to which those steps or work relate; or
 - (b) the owner of the strata lot from which the source of the damage originated (other than from common property within the strata lot).
- (6) Each Resident of a strata lot shall cooperate with the Strata Corporation, its insurer and any trades or contractors hired by them to mitigate or repair damage. Where they fail to do so, the owner of the strata lot shall pay to the Strata Corporation any additional costs or charges incurred by it as a result of such failure (the "Additional Costs").
- (7) An owner who is determined to be liable for a Deductible, Repair Costs, Emergency Costs, or the Additional Costs shall pay the same to the Strata Corporation within 30 days after being given notice in writing the amount is due and owing.

44. Rental restrictions

- (1) For the purposes of this bylaw, the occupancy of a strata lot by a person for a period of greater than four months, without the owner also residing in the strata lot, (whether or not money is exchanged) shall be deemed to be a rental of the strata lot.
- (2) Subject to the Act the number of strata lots which may be rented or leased is limited to three (3).
- (3) An owner seeking to rent or lease their strata lot shall, prior to renting or leasing it, apply in writing to the strata council for permission to do so. Applications shall be approved in order of their receipt by the strata council. Applications received after the maximum number of strata lots set out in subsection (2) has been reached will be held and approved in order of their receipt when a vacancy arises, unless withdrawn.
- (4) Permission to rent or lease a strata lot shall only be granted if the maximum number of strata lots set out in subsection (2) has not been reached. Such permission shall be valid for sixty (60) days after having been granted, at which point if the strata lot is not rented the permission shall lapse and the next application shall be approved.
- (5) For the purposes of determining whether the limit set out in subsection (2) has been reached, strata lots which have been rented to a Family Member (as defined under

the Act and in these Bylaws), on the basis of hardship or pursuant to any other exemption under the Act, shall be excluded from the count.

- (6) The right to rent or lease a strata lot under this bylaw shall be deemed to come to an end at the earlier of:
 - (a) when the tenancy comes to an end; or
 - (b) when the owner ceases to be the registered owner of the strata lot.
- (7) Where the right of an owner to rent their strata lot has come to an end, that owner, should they wish to rent again, shall be required to reapply pursuant to subsection (3) above.
- (8) Should an owner rent or lease a strata lot:
 - (a) in accordance with this bylaw;
 - (b) to a Family Member under the Act;
 - (c) pursuant to permission obtained under the Act to rent on the basis of a hardship; or
 - (d) under any other exemption found in the Act;they must submit a signed Notice of Tenant's Responsibility (Form K) to the Strata Corporation within the time limit allowed under the Act.
- (9) Where a landlord (including an owner) fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the Act, the owner shall be subject to a fine in the amount of \$100.00 for every month or part thereof that the strata lot is rented and the Strata Corporation is not in receipt of a signed Notice of Tenant's Responsibility.
- (10) An owner who rents or leases a strata lot contrary to this bylaw shall be subject to a fine of \$500.00 every seven (7) days.

45. Short Term Accommodation

- (1) Except as permitted by subsections 44(2) to (6), a Resident must not:
 - (a) use or allow their strata lot (or any part of it) to be used for the purposes of providing temporary accommodation for the general public including, but not limited to:
 - (i) as vacation or travel accommodation;
 - (ii) any sort of paid short term accommodation arrangement (being an occupancy of less than 30 days); or
 - (iii) as a room rental, home exchange or other similar arrangement (excluding the hosting of a single exchange student).

- (b) allow, permit, agree or otherwise grant, in exchange for money, a license to a person who ordinarily resides outside the Strata Corporation to occupy their strata lot while that Resident is absent from the strata lot.
- (2) For the purposes of this bylaw:

“Short-Term Occupancy” will be defined as the occupancy of a strata lot, for a period of between one (1) to four (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.
- (3) A strata lot shall only be permitted to be used for Short-Term Occupancy with the prior written permission of the Strata Corporation.
- (4) An owner who wishes to use their strata lot for Short-Term Occupancy shall:
 - (a) apply in writing, using the Short-Term Occupancy Application, to the strata council for permission; and
 - (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.
- (5) The granting of approval under subsection (3) shall be subject to the following restrictions:
 - (a) No more than five (5) strata lots may be used for Short-Term Occupancies at any one time;
 - (b) Each strata lot shall be permitted one (1) Short-Term Occupancy in a calendar year.
- (6) 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; and
 - (b) Owners must provide the strata council with a means by which to be contacted in their absence.