

MINUTES – ANNUAL GENERAL MEETING
Wednesday August 24, 2022 Bowser Legion Hall

Present: Strata Lot #2 Strata Lot #3 Strata Lot #4 Strata Lot #5
 Strata Lot #6 Strata Lot #9 Strata Lot #11 Strata Lot #12 (via zoom)
 Strata Lot #13 Strata Lot #15 Strata Lot #17 Strata Lot #19
 Strata Lot #20 Strata Lot #21 Strata Lot #24 Strata Lot #25
 Strata Lot #28 Strata Lot #29 Strata Lot #30

By Proxy: Strata Lot #1 Strata Lot #7 Strata Lot #14 Strata Lot #16
 Strata Lot #22 Strata Lot #23 Strata Lot #26

Absent: Strata Lot #8 Strata Lot #10 Strata Lot #18 Strata Lot #27

A. Call the Roll; Certify Proxies; Issue Voting Cards and Voting Method (door volunteers)

Duly signed Attendance Sheet and Certified Proxy Sheets verified to certify:

Owners in Attendance: (19) Proxies Confirmed: (7) Total Owners Represented: (26)

Assuming no abstained votes: Unanimous vote is (30) $\frac{3}{4}$ vote is (21) Majority vote is (14)

B. Establish Quorum

AGM quorum minimum of 1/3 of 30 or 10 Owners are represented; therefore, quorum is established.

C. Call to Order, Welcome & Establish Chair

MOTION: to recognize the strata council Vice-Chair as Chair of the AGM.

MOVED: (#19) **SECOND:** (#13) **CARRIED:** 26 of 26

Motion C.1. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

D. Filing Proof of Notice of Meeting (Secretary)

Proof of notice presented.

E. Approval of Agenda (Vice-Chair)

MOTION: to adopt the agenda of Annual General Meeting of 2022 08 24 as circulated.

MOVED: (#20) **SECOND:** (#13) **CARRIED:** 26 of 26

Motion E.1. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

F. Approval of Minutes (Vice-Chair)

MOTION: to adopt the minutes of Annual General Meeting held 2021 08 24 as circulated.

MOVED: (#4) SECOND: (#17) CARRIED: 26 of 26

Motion F.1. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

MOTION: to adopt the Minutes of Special General Meeting held 2022 04 12 as circulated.

MOVED: (#15) SECOND: (#9) CARRIED: 26 of 26

Motion F.2. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

G. Unfinished Business from the SGM (Vice-Chair)**G.1. Unit 29 Indemnity and Alteration Agreement.**

BE IT RESOLVED by way of a majority vote that The Owners, Strata Plan VIS 5801 approve Unit #29's Request and Undertaking Application as circulated.

MOVED: (#21) SECOND: (#28) CARRIED: 25 of 25

Motion G.1. In Favour: 25 Against: 0 Abstain: 1 Decision: Carried

H. Strata Council Reports

- **Chair** - No questions.
- **Vice-Chair/Bylaws** - No questions.
- **Treasurer** – No questions.
- **Secretary** - No questions.
- **Landscaping** -No questions.
- **Maintenance** - No questions.
- **Waste Water Management** - No questions.
- **RV Storage Committee** - No questions.
- **Insurance Report** - No questions.

MOTION: to accept the Financial Statements for 2021-2022 as circulated.

MOVED: (#21) SECOND: (#28) CARRIED: 26 of 26

Motion H.1. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

I. Special Resolutions**I.1 WHEREAS:**

- A. The Strata Corporation wishes to revise and update its bylaws;
- B. S.119(2) of the Strata Property Act permits the strata corporation to pass bylaws pertaining to the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the strata corporation and for the administration of the strata corporation;
- C. S.128 of the Strata Property Act allows a strata corporation to amend its bylaws by way of a $\frac{3}{4}$ vote;

THEREFORE BE IT RESOLVED BY WAY OF A $\frac{3}{4}$ VOTE OF THE OWNERS, STRATA PLAN VIS 5801, THAT:

- 1. All current bylaws of the Strata Corporation be repealed in their entirety;
- 2. The bylaws attached hereto as Schedule A be approved as the bylaws of the strata corporation (the "New Bylaws");
- 3. The New Bylaws be registered in the Land Title Office as required;
- 4. The strata council be authorized to correct any spelling mistakes or typographical errors contained in the New Bylaws prior to registration of the same;
- 5. The strata council be authorized to register the New Bylaws and any additional bylaws passed at the same general meeting as a consolidated package under a single registration.

MOVED: (#15) SECOND: (# 5) CARRIED: 26 of 26

Resolution I.1. In Favour: 26 Against: 0 Abstain: 0 Decision: Carried

I.2 WHEREAS:

- A. The Owners wish to pass a bylaw which will restrict the use of a vaporizer, e-cigarette or smoking of tobacco, marijuana or any similar substance on the common or limited common property;
- B. S.119(2) of the Strata Property Act permits the strata corporation to pass bylaws pertaining to the use of property and the administration of the strata corporation;
- C. S.128 of the Strata Property Act allows a strata corporation to amend its bylaws by way of a $\frac{3}{4}$ vote;

THEREFORE BE IT RESOLVED BY WAY OF A $\frac{3}{4}$ VOTE OF THE OWNERS, STRATA PLAN VIS 5801, THAT:

1. The following bylaw be enacted as Bylaw 3(12) and added to the new bylaw package approved by The Owners at this meeting:

Options:

- A. A Resident or visitor must not use a vaporizer, e-cigarette or smoke tobacco, marijuana or any similar substance on the common or limited common property within 7.5 metres of the window, entrance door or air in-take vent of another strata lot (including on a patio, deck, or yard).

MOVED: (# 21) SECOND: (# 15) DEFEATED 10 of 23

Resolution I.2.A In Favour: 10 Against: 13 Abstain: 3 Decision: Defeated

- B. A Resident or visitor must not use a vaporizer, e-cigarette or smoke tobacco, marijuana or any similar substance on the common or limited common property within 3 metres of the window, entrance door or air in-take vent of another strata lot (including on a patio, deck, or yard).

MOVED: (#28) SECOND: (#5) DEFEATED 12 of 23

Resolution I.2.B In Favour: 12 Against: 11 Abstain: 3 Decision: Defeated

- C. A Resident or visitor must not use a vaporizer, e-cigarette or smoke tobacco, marijuana or any similar substance on the common property within 7.5 metres of the window, entrance door or air in-take vent of another strata lot.

MOVED: (#26) SECOND: (#5) CARRIED 17 of 24

Resolution I.2.C In Favour: 17 Against: 7 Abstain: 2 Decision: Carried

I.3. WHEREAS:

- A. The Strata Corporation has updated its bylaws;
- B. A number of the current Rules are now covered in the New Bylaws, therefore the Rules need to be amended accordingly.

THEREFORE, BE IT RESOLVED BY WAY OF A MAJORITY VOTE OF THE OWNERS, STRATA PLAN VIS 5801 THAT:

1. All current Rules of the Strata Corporation be repealed in their entirety, except for the Waste Water Management rules, the RV Storage Area rules and the Utility Trailer rules;
2. The rules attached hereto as Schedule B be approved as the rules of the strata corporation (the “New Rules”);
3. The existing Waste Water Management rules, RV Storage Area rules and Utility Trailer rules remain in effect.

MOVED: (#5)

SECOND: (#9)

CARRIED 25 of 25

Resolution I.3.

In Favour: 25 Against: 0

Abstain: 1

Decision: Carried

I.4. WHEREAS:

- A. Alterations to strata units, common and limited common property that are not significant changes may be approved by Strata Council;
- B. Fenced enclosures are not unusual within the strata therefore are not significant changes;
- C. In order to ensure fenced enclosures adhere to a set of standards, we will implement a set of rules pertaining to Fenced Enclosures.

THEREFORE, BE IT RESOLVED BY WAY OF A MAJORITY VOTE OF THE OWNERS, STRATA PLAN VIS 5801 THAT:

1. The following Rules be added to the New Rules package approved by The Owners at this meeting;
2. The strata council be authorized to correct any spelling mistakes or typographical errors and adjust numbering contained in the New Rules.

Fenced Enclosure Rules:

- a. Fence enclosures associated with a strata unit are permitted on common property with the approval of strata council.
- b. If council grants an owner exclusive use of their fenced area this would require annual renewal at the AGM. Owners with exclusive use of their fenced enclosure must maintain the area without the assistance of the strata’s landscaping contract.

- c. Fence enclosures should not exceed 900 square feet in size (84 square metres).
- d. The fence must not be closer to another building than 50% of the distance between the two buildings less one metre.
- e. Fenced areas must be connected to their strata unit, not sitting independent of a unit.
- f. Fenced enclosures must follow all fencing rules associated with design, materials and colours.
- g. Fenced enclosures must be constructed with a minimum of a 2-metre buffer/space so as to not restrict access when walking on common property around a strata building or along the strata property boundary.
- h. Fenced areas must be gated to allow access.
- i. Owners are responsible for cleaning up after their pets in fenced areas, especially prior to days that the landscaping contractor is on the strata property.
- j. Owners wishing to have a fenced enclosure must notify any neighbours who will see the area from their property. If neighbours have complaints or concerns they must be immediately submitted by email to council.

MOVED: (#15)**SECOND: (#11)****CARRIED: 22 of 23****Resolution I.4.****In Favour: 22 Against: 1 Abstain: 3 Decision: Carried****I.5. WHEREAS:**

- A. The current alteration forms are no longer in the Bylaws as appendices;
- B. In order to streamline the alteration application process, new Alteration Application, Assumption of Liability and Neighbour Notification forms have been created.

THEREFORE, BE IT RESOLVED BY WAY OF A MAJORITY VOTE OF THE OWNERS, STRATA PLAN VIS 5801, THAT:

- 1. The alteration application forms be repealed in their entirety;
- 2. The new Alteration Application, Assumption of Liability and Neighbour Notification forms attached hereto as Schedule C be approved as the forms required in the alteration application process.

MOVED: (#13)**SECOND: (#19)****CARRIED: 25 of 25****Resolution I.5.****In Favour: 25 Against: 0 Abstain: 1 Decision: Carried**

I.6. WHEREAS:

- A. The Strata Corporation wishes to postpone the requirement for its next Depreciation Report;
- B. The BC Strata Property Act requires Strata Corporations to obtain Depreciation Reports every three years unless they hold an annual $\frac{3}{4}$ vote to waive the requirement.
- C. Strata Plan VIS 5801's last Depreciation Report was completed June 26, 2020, therefore it is mandated to have another one completed by June 25, 2023.
- D. In conjunction with the Depreciation Report, council also engages the same firm to provide its annual Insurance Appraisal, which is required in order to be insured for "replacement value".
- E. The current timing does not align with our annual insurance renewal, which is December 1.

THEREFORE, BE IT RESOLVED BY A $\frac{3}{4}$ VOTE OF THE OWNERS, STRATA PLAN VIS 5801, THAT:

The next Depreciation Report be postponed until at least November 2023.

MOVED: (#15) SECOND: (#4) CARRIED: 24 of 24
Resolution I.6. In Favour: 24 Against: 0 Abstain: 2 Decision: Carried

J. 2020/2021 Budget (Treasurer)**J.1. 2022-2023 Budget**

BE IT RESOLVED by way of a majority vote that The Owners, Strata Plan VIS 5801 approve the 2022-23 Budget as circulated.

MOVED: (#20) SECOND: (#4) CARRIED: 25 of 25
Resolution J.1. In Favour: 25 Against: 0 Abstain: 1 Decision: Carried

K. New Business (Vice-Chair)**K.1. Unit 11 Indemnity and Alteration Agreement.**

BE IT RESOLVED by way of a majority vote majority vote that The Owners, Strata Plan VIS 5801 approve Unit 11 Indemnity and Alteration Agreement as submitted.

MOVED: (#13)

Resolution K.1

SECOND: (#15)

In Favour: 25 Against: 0

CARRIED: 25 of 25

Abstain: 1 Decision: Carried

L. Appreciation (Chair)

I would like to take this opportunity to recognize our council members for their contributions that keep our Strata running smoothly all year around. And when council sends out a call for assistance, it does not matter what the task is, the Strata's volunteer response is always positive and generous. Our volunteers band together to complete whatever task is at hand. Thank you to members of the Finance and RV Storage standing committees, our ad hoc Bylaw committee, and all the volunteers who respond to annual calls for the sprinkler system start up and blow to, gardening parties and various other projects. A special thank you to members of our Waste Water Management without whom we would be up the creek. And lastly thank you to the individuals who quietly take care of various thing they see need to be addressed behind the scenes.

M. Elections of Strata Council 2022-23

The Chair called for nominations from the floor three times. Hearing none, the following persons have been elected to council by acclamation:

Gillian Taccogna
Adrian Johnston
Suzan Chamney
Violet Van Hees
Paul Parker
Tannis McKinnon Charest
Hugh Jackson

N. Adjourned at 7:43 pm.

Original Signed:

Gillian Taccogna, Chair

Tannis McKinnon Charest, Secretary

PROOF OF NOTICE

I certify that I did provide a Notice of an Annual General Meeting to The Owners, Strata Plan VIS 5801 by email notification and web page posting on August 2, 2022 before 23:59 hours.

The Notice contained:

1. A description of the matters that would be voted upon including the proposed wording of all resolutions. This includes the resolutions that require % vote or unanimous vote.
2. The Most recent Request and Undertaking applications
3. An order of business in the form of an Agenda.

I therefore certify that this Notice was provided to The Owners, Strata Plan VIS 5801, in accordance with Section 45 of the Strata Property Act of BC.

A handwritten signature in black ink, appearing to read 'Tannis McKinnon Charest', written in a cursive style.

Tannis McKinnon Charest, Secretary
VIS 5801

5-5300 Gainsberg Road
Bowser, BC V0R 1G0

Chair's AGM Report

Council has had another busy year, faced with a few challenges as usual, but has handled these challenges in a timely and capable manner. Though we are no longer required to hold our council meetings remotely, we have found that using Zoom and email is an efficient and effective way to carry out council business and plan to continue to do so into the future. I would especially like to mention three very hard-working members for their work over the last two years completing the revamping of our by-laws to fit with the new Strata Property Act - no easy task! Thank you to Suzanne LaRoy, Suzan Chamney and Adrian Johnston. I would also like to thank all of our strata members who continue to volunteer their time to keep our strata functioning to a high standard.

Sadly last November, we lost a very dear member of our Strata - Vanessa Hill, we miss her kind and caring ways. Rest in peace, Vanessa.

Finally please give a warm welcome to our new strata owner, Ernie Gorrie.

Respectfully submitted, Gillian Taccgona, Chair

Vice-Chair / Bylaws' AGM Report

In 2021-22 we have seen the completion of the revisions to our LLE Bylaws, and changes to our Strata Rules. This process was required to update Strata Bylaws due to a change in the BC Strata Property Act. This has been a long process, initiated by Suzanne LaRoy in the fall of 2020 and supported through to today by Suzan Chamney. We have had the legal support of Shawn Smith of Cleveland Doan in White Rock, BC, a strata lawyer.

The draft of the proposed Bylaws was reviewed by strata owners at a Special General Meeting held in the spring of 2022. This was followed by circulation to Strata owners of a revised set of Strata Rules, along with changes to the Alteration Agreement forms.

Acceptance of the new Bylaws and Rules at the Strata AGM will bring closure to this revision process. I would like to thank all strata owners for their input into this process. Special thanks to Suzan Chamney for her outstanding commitment to this review process.

Adrian Johnston, Vice Chair / Bylaws

Treasurer's AGM Report

Things continue to run smoothly in the Finance portfolio and I am pleased to report that VIS 5801 remains in a good financial state.

After attending an online Vancouver Island Strata Owners Association (VISOA) seminar on *Spending Money from your Operating Budget and Contingency Reserve Fund*, I have made some minor tweaks to the way we present the budget. The primary change is to add more (specific) line items.

This fiscal year, we came in \$687 over our Operating budget. While most of our Operating budget lines showed small surpluses, the biggest impact to our bottom-line were unanticipated maintenance and utilities costs. Once again, the Waste Water Management (WWM) section was under budget, this year by \$899. The WWM surplus funds have been carried forward to offset the 2022-23 WWM portion of the monthly fees.

As our complex ages we are experiencing more and more maintenance requirements, which, of course, are impacting our budget. So that it is easier to see where our costs are rising, I have added subtotals to each of the Operating Budget sections (Admin, Insurance, Maintenance, Landscaping, and Utilities). Higher maintenance costs, along with absorbing the 2021-22 Operating deficit, means our monthly fees will be going up. Monthly fees will range from \$0.18 to \$0.22 per unit's square footage. I have added a

column showing our units' square footage (previously only shown in square metres) and a column showing monthly fees per square foot to the fee schedule.

Since VIS 5801 has more than \$200,000 in assets, we must complete the "long" T-2 Income Tax for Corporations form, even though as a Strata Corporation we do not pay income tax—we would only do so if we entered into a revenue generating operation. Once again, we completed our own Return using last year's filing as a template; it was accepted by the Canada Revenue Agency.

In the fall 2021, the Financial Review Committee, made up of John Gurak and Tom Tyron, went over the past year's financials and reported back to Council that all appeared well. Thanks from all of us goes out to the committee.

On a side note, I have spent the last two years working on the new Bylaws with the Bylaws Committee. It has been an interesting, enlightening, and educational project, which I have enjoyed. Thank you to Suzanne LaRoy for starting the process, and to both Suzanne LaRoy and Adrian Johnston for their hours of contributions and collaboration during their terms as Vice-Chair / Bylaws Officer. Thanks also to our lawyer, Shawn Smith, who was wonderful to work with.

It is a pleasure working with our dedicated and conscientious Council and Committee members.

Suzan Chamney, Treasurer

Secretary's AGM Report

I would like to thank Emma for taking over the secretary position last year when I was no longer able to complete my term, and for making it an easy transition for me when she was no longer able to be our secretary.

It is nice to be back, and I wish to thank all members of council for their patience, support and positivity as I navigate my way on council.

Tannis McKinnon Charest, Secretary

Landscaping Officer's AGM Report

We have had another year of many good landscaping things happening:

- The entrance way border was in full bloom this year! New irises got planted in the fall, and those along with the shrubs planted last year - plus some rhododendrons and azaleas that were moved from gardens to the entranceway - added lots of great colour.
- A second work party to thin the bull rushes at the middle pond happened in fall 2021, completing the thinning work that was started in 2020.
- Several hazardous tree between #28 and #29 were taken down and removed.
- A tree behind #16 that is too close to the house is being removed.
- Our irrigation system was winterized in October, and started up again in the spring, with help from many strata residents.
- We have a new 5-year contract for the mowing/landscaping services. Island Mowers agreed to take over the Best Turf landscaping contract (which we renewed last year), and we extended it for one year so that the new contract is a 5-year contract.
 - As background info, when LLE invited proposals in late 2020 for a new 5-year landscaping contract, we only received 2 proposals. The proposal we selected (from Best Turf, which Island Mowers agreed to take over), was 20% less expensive than the other proposal.

- Sprinkler repairs have been done as needed, with Ron LaRoy helping to fix things and keep them running well.

Things to look forward to for 2021-2022 (if they haven't already happened by the time you read this report):

- There will be a work party to pull/thin alders and willows growing in around the lower pond, so that they don't gradually fill in the pond.
- I can confidently predict that there will be more weeding parties for the front entrance way borders. 😊

Looking further into the future:

- In the next few years, we will need to look at whether to top or remove the cottonwood poplars on our property along the fence just "south-ish" of the entrance way, before they become REALLY big and pose a potential hazard to us and/or the neighbours.

Much thanks to EVERYONE who has been helping to keep our strata grounds looking good!

Violet van Hees, Landscaping Officer

Maintenance Officer's AGM Report

Over the last year I have listed below most projects that were completed. Painting of the final phase will be completed soon. This project started in 2018 and ended in 2022 at a cost of \$100,000 roughly. We had a sundeck structure become unsafe and made the necessary repairs. We also replaced unit #4 and #5 vinyl decking at a total cost of \$9,496. We have a water issue around Unit #23 and #24 and are in the process of fixing the problem of water flooding Unit#24 crawl space yearly. Nine roofs were sprayed for moss control. Gutters to be done later. We have 10 units with leaking gutters and are just waiting to be repaired at a cost around \$1,000 dollars. We are seeing a lot of patio and front door seals breaking and needing replacement. Over the last year a total of 15 which is roughly \$6,000 dollars. Some have been done, others are waiting for delivery. As you can see our complex is aging and needs more repairs yearly which is going to increase our yearly cost that we were used to. Below is a list of maintenance done this year. Hopefully we have no more big surprises in the coming year.

Paul Parker, Maintenance Officer

1. Painting phase 3&4 -complete
2. Request paint quote phase 5
3. #13 repaired stairs rotted
4. #30 replaced door window and side windows
5. #22 replaced rotted trim
6. #21 replaced rotted window trim
7. #19 replace rotted trim garage
8. #18 repaired roof leak Nelson roofing
9. #26 replaced front fascia board
10. #13 & #24 repaired gutter Beachfront Finishing
11. Replaced street light photocells
12. #5 repaired sundeck structure
13. Annual sundeck inspection 13 decks
14. #2 deck repair
15. #27 repaired rotted stairs
16. Looking into quotes for sundeck vinyl replacement
17. #15 hood fan leak
18. Snow removal Dec 25- \$526
19. Snow removal Dec 30-\$526

20. Snow removal Jan 7-\$526
21. #15 critters in attic
22. #11 seals in 6 windows gone repaired (Dave did install)
23. #4 front side door window replaced
24. Gutter leaks units 6,11,15,16,17,29 and 30
25. #15 and #16 gutters cleaned
26. #3 repaired hardy board falling off
27. Depreciation report quotes
28. #24 water in crawl space problem
29. Replaced photocell street light
30. Repaired road crack
31. #26 repaired downspout
32. #13 cleaned gutters
33. #30 investigated water leak kitchen, repair to be in sept
34. Replaced fence post septic field
35. #7 cleaned gutters
36. #13, #14, and #17 waiting for window replacement
37. #4and #5 vinyl sundecks replaced by Casa Sundecks of Campbell River
38. #4and #5 touched up paint from sundeck repair
39. Dump trip to dispose of windows and pick up photocells
40. Demoss shed
41. #24 roto rooter camera inspection
42. #24 roto rooter flush and camera inspection of perimeter drain
43. #3 painted Hardie board and repaired and painted sundeck post
44. #2 repaired rotted trim and painted sundeck post.
45. Repaired perimeter fence
46. Phase 5 to be painted Aug 2022 all painting complete

Waste Water Management Representative's AGM Report

We are beginning to see more active ongoing maintenance as the system ages. An example of this was the breakdown in the pump delivery system to the gravel filter last October which required us to literally redesign a part of the outward flow of the pump pipelines to the filter plus rebuild the box housing that surrounds it.

We of course have other smaller breakdowns, but it is safe to say at this moment all is well. Trying to get parts has also been somewhat difficult due to the world situation. A quick example of this an order for parts for one of the distribution valves we Ordered April 27, 2022, received July 03, 2022.

The system received its annual pump out July 26 and the analysis showed that that everybody in the complex is doing what has been asked in following the rules on what goes down the drain.

A lot of work has been put into digging down to expose the ends of the field laterals and attaching a coupling which will allow flushing and inspections.

With all the satisfactory repairs and maintenance carried out. The next year should prove to be a relatively extra maintenance free period. This was and is only made possible with the help of the volunteers of this strata.

Hugh Jackson, WWM Representative

RV Storage Parking's AGM Report

Currently we have 13 units parked in LLE RV Parking Storage. We have no waiting list at this time. Not much has changed from last year, all seem to be going okay. One (1) tree that was making a mess of units with pitch and debris was removed. Some of the units that contain gas have had gas siphoned from

their units. All owners should be aware that there are criminals around and to be always on the watch. This problem is a tough one to stop. Fencing is costly and cameras do little to stop the thieves. RV storage members will be having a general meeting early September to collect dues and discuss the coming year.

Paul Parker, RV Storage Parking Coordinator

Insurance Report 2022

A few years ago insurance rates for all stratas skyrocketed; but they appear to have stabilized. Each year, our insurance broker, Waypoint, solicits a number of insurance companies in order to find us the best possible premium. Our coverage is for replacement value and goes from December 1 to November 30. Our current insurance policies and insurance appraisal are posted on our website.

Please note: The Strata Corporation is responsible for the deductibles on our policy. In the event of a strata loss to insured improvements / common property due to an earthquake, the strata would assess each unit owner based on their unit entitlement for their portion to be contributed to the strata as a whole, regardless of whether their unit was damaged. Therefore, all owners should consider purchasing coverage for Earthquake Loss Assessment Corporation Deductible as part of their Condo Owner's Insurance.

Suzan Chamney, Treasurer

VIS 5801 2022-2023 Budget

OPERATING EXPENSES													TOTALS	2021-22 ACTUALS	2020-21 ACTUALS	2019-20 ACTUALS
	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL				
300 Carry Forward																
310 Admin																
315 Bank charges	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$660	\$691	\$669	\$633
320 Office Expenses	\$100	\$100	\$25			\$205				\$109	\$95	\$182	\$816	\$851	\$1,147	\$899
323 Depreciation Rpt / Insurance Appr													\$0	\$0	\$0	\$4,809
325 Professional / Legal Fees		\$150						\$195					\$345	\$930	\$2,671	\$0
335 Honorariums	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$3,360	\$3,360	\$3,360	\$3,080
340 General Operating													\$0	\$487	\$855	\$1,213
345 Operating Contingency	\$1,000												\$1,000	\$0	\$296	\$0
													\$6,181	\$6,319	\$8,998	\$10,634
													\$33,660	\$30,580	\$27,403	\$19,981
350 Insurance					\$33,000							\$660				
400 Maintenance																
405 Maintenance general repairs	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$240	\$87	\$25	
410 Repair parts	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	\$62	\$702	\$1,118
412 Maintenance Labour	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	\$0	\$250	\$330
415 Contractor work general	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	\$158	\$1,770	\$273
417 Mileage for maintenance	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$240	\$0	\$76	\$0
420 Gutters/Moss					\$3,000							\$1,000	\$4,000	\$3,661	\$2,747	\$2,046
423 Window repairs	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600	\$2,406		
425 Roofing	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$300	\$151		
429 Foundation & Drain Tile	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900	\$1,895		
430 Deck repairs	\$100												\$100	\$367		
441 Fence repairs	\$150												\$150	\$95		
445 Snow Removal					\$625	\$625	\$625						\$1,875	\$1,654	\$546	\$1,775
													\$10,205	\$10,536	\$6,116	\$5,542
450 Landscaping																
451 Landscaping general	\$800	\$400	\$220							\$220	\$400	\$800	\$2,840	\$2,550	\$3,778	\$298
452 Mileage for landscaping	\$40	\$40									\$40	\$40	\$160	\$278	\$169	\$114
455 Groundskeeping	\$2,914	\$2,914	\$2,914	\$2,914	\$2,914	\$3,001	\$3,001	\$3,001	\$3,001	\$3,001	\$3,001	\$3,001	\$35,577	\$34,543	\$33,537	\$32,691
461 Sprinklers parts & rentals	\$100	\$200	\$200						\$200	\$200	\$200	\$100	\$1,200	\$665	\$962	\$874
462 Sprinklers labour	\$100	\$100						\$100	\$200	\$100	\$100	\$100	\$800	\$463	\$628	\$300
													\$40,577	\$38,499	\$39,074	\$34,277
500 Utilities																
510 Water	\$762			\$668			\$136			\$136			\$1,702	\$1,702	\$1,231	\$574
520 BC Hydro	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$2,004	\$2,016	\$1,610	\$1,634
530 Utility Trailer			\$80										\$80	\$80	\$84	\$88
													\$3,786	\$3,798	\$2,925	\$2,296
TOTAL Operating Expenses	\$6,908	\$4,746	\$4,281	\$4,424	\$40,381	\$4,673	\$4,604	\$4,138	\$4,243	\$4,608	\$4,678	\$6,725	\$94,409	\$89,732	\$84,516	\$72,730

WASTE WATER TREATMENT PLANT													TOTALS	ACTUALS	ACTUALS	ACTUALS
701 Corewater	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$9,000	\$7,928	\$7,875	\$7,875
705 Corewater callouts		\$300		\$300		\$300		\$300		\$300		\$300	\$1,800	\$1,879	\$701	\$1,087
710 Lab Analysis	\$108	\$257	\$108	\$108	\$257	\$108	\$108	\$257	\$108	\$108	\$257	\$108	\$1,892	\$1,884	\$1,394	\$2,125
720 Collection System	\$500	\$750											\$1,250	\$80	\$309	\$115
725 Treatment System											\$1,500		\$1,500	\$2,621	-\$113	\$559
730 Disposal													\$0	\$0	\$80	\$1,103
740 Communication/control	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$396	\$431	\$358	\$322
750 Emergency power (generator)		\$210											\$210	\$44	\$967	\$1,131
760 Ministry of Environment			\$203										\$203	\$203	\$203	\$203
765 EOCP													\$0			
770 Insurance					\$1,200							\$20	\$1,220	\$1,098	\$1,008	\$386
780 WWMP Contingency	\$1,000												\$1,000	\$0	\$0	\$0
TOTAL WWTP Expenses	\$2,391	\$2,300	\$1,094	\$1,191	\$2,240	\$1,191	\$891	\$1,340	\$891	\$1,191	\$2,540	\$1,211	\$18,471	\$16,273	\$12,782	\$14,906

REVENUE (Operating & WWTP)													TOTALS	ACTUALS	ACTUALS	ACTUALS
OPERATING FUND INCOME																
201 Monthly Fees	\$6,947	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$7,992	\$94,856	\$89,981	\$74,109	\$71,632
205 Bank interest	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$240	\$66	\$112	\$373
210 Real Estate Form Revenue													\$0	\$70	\$70	\$116
Previous year surplus/deficit	-\$687												-\$687	-\$961		\$4,837
TOTALS	\$6,280	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$8,012	\$94,409	\$89,156	\$74,291	\$76,958
WWTP INCOME																
250 WWMP Fees	\$913	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$16,920	\$11,035	\$16,241	\$11,967
255 WWMP Bond Interest				\$652									\$652	\$1,812	\$1,812	
Previous year surplus/deficit	\$899												\$899	\$4,327		
TOTALS		\$1,455	\$1,455	\$2,107	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$1,455	\$18,471	\$17,174	\$18,053	\$11,967

CONTINGENCY RESERVE FUND													TOTALS	ACTUALS	ACTUALS	ACTUALS
Opening Balance																
Disbursements																
801 Emergency expenses (Insurance)													\$0	\$0	\$5,286	\$2,902
809 Deck resurfacing ²												\$5,000	\$5,000	\$9,497		
810 Painting (carried forward) ³	\$22,000												\$22,000	\$28,980		\$18,795
Contributions																
235 CRF Interest	\$2,683	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$2,889	\$34,462	\$32,056	\$27,556	\$22,800
	\$44	\$44	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$538	\$2,444	\$2,444	\$1,200
TOTALS	\$2,727	\$2,933	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$2,934	\$35,000	\$34,500	\$30,000	\$24,000
CRF Running BALANCE	\$150,506	\$153,439	\$156,373	\$159,307	\$162,241	\$165,175	\$168,109	\$171,043	\$173,977	\$176,911	\$174,845	\$177,779	<--Estimated Closing Balance July 2023			

NOTE 2: Deck resurfacing in Actuals was voted on at SGM; deck repair in June is a future deck.
NOTE 3: Painting in July-August 2022 was not invoiced by July 31, therefore the cost is carried forward; Painting in Actuals was carried forward from 2020-21.

Lighthouse Landing Estates VIS 5801 Monthly Fees Schedule 2022-2023

		Unit Entitlement (Total)	Unit Entitlement (Total)	Yearly Strata Fees (Operating)	Yearly Waste Water Treatment Plant (WWTP)	Yearly Contingency Reserve Fund (CRF)	2022-2023 <u>Sept. thru July</u>		2022-23	
Unit No.	(sq. metres)	(sq. feet)		Per sq. metre	Yearly Total	Yearly Total			August 2022	Monthly fees
							Unit No.	Monthly Fees by Unit	Monthly fees	per sq. foot
1	308	3,315	\$5,416.32		\$564.00	\$1,148.73	1	\$597.77	\$553.55	\$0.18
2	308	3,315	\$5,416.32		\$564.00	\$1,148.73	2	\$597.77	\$553.55	\$0.18
3	155	1,668	\$2,725.75		\$564.00	\$1,148.73	3	\$372.82	\$337.50	\$0.22
4	155	1,668	\$2,725.75		\$564.00	\$1,148.73	4	\$372.82	\$337.50	\$0.22
5	307	3,305	\$5,398.74		\$564.00	\$1,148.73	5	\$596.30	\$552.14	\$0.18
6	154	1,658	\$2,708.16		\$564.00	\$1,148.73	6	\$371.35	\$336.09	\$0.22
7	158	1,701	\$2,778.50		\$564.00	\$1,148.73	7	\$377.23	\$341.74	\$0.22
8	159	1,711	\$2,796.09		\$564.00	\$1,148.73	8	\$378.70	\$343.15	\$0.22
9	169	1,819	\$2,971.94		\$564.00	\$1,148.73	9	\$393.40	\$357.27	\$0.22
10	172	1,851	\$3,024.70		\$564.00	\$1,148.73	10	\$397.81	\$361.51	\$0.21
11	169	1,819	\$2,971.94		\$564.00	\$1,148.73	11	\$393.40	\$357.27	\$0.22
12	172	1,851	\$3,024.70		\$564.00	\$1,148.73	12	\$397.81	\$361.51	\$0.21
13	172	1,851	\$3,024.70		\$564.00	\$1,148.73	13	\$397.81	\$361.51	\$0.21
14	169	1,819	\$2,971.94		\$564.00	\$1,148.73	14	\$393.40	\$357.27	\$0.22
15	162	1,744	\$2,848.85		\$564.00	\$1,148.73	15	\$383.11	\$347.39	\$0.22
16	158	1,701	\$2,778.50		\$564.00	\$1,148.73	16	\$377.23	\$341.74	\$0.22
17	171	1,841	\$3,007.11		\$564.00	\$1,148.73	17	\$396.34	\$360.09	\$0.22
18	173	1,862	\$3,042.29		\$564.00	\$1,148.73	18	\$399.28	\$362.92	\$0.21
19	169	1,819	\$2,971.94		\$564.00	\$1,148.73	19	\$393.40	\$357.27	\$0.22
20	170	1,830	\$2,989.53		\$564.00	\$1,148.73	20	\$394.87	\$358.68	\$0.22
21	159	1,711	\$2,796.09		\$564.00	\$1,148.73	21	\$378.70	\$343.15	\$0.22
22	160	1,722	\$2,813.67		\$564.00	\$1,148.73	22	\$380.17	\$344.56	\$0.22
23	169	1,819	\$2,971.94		\$564.00	\$1,148.73	23	\$393.40	\$357.27	\$0.22
24	172	1,851	\$3,024.70		\$564.00	\$1,148.73	24	\$397.81	\$361.51	\$0.21
25	172	1,851	\$3,024.70		\$564.00	\$1,148.73	25	\$397.81	\$361.51	\$0.21
26	171	1,841	\$3,007.11		\$564.00	\$1,148.73	26	\$396.34	\$360.09	\$0.22
27	160	1,722	\$2,813.67		\$564.00	\$1,148.73	27	\$380.17	\$344.56	\$0.22
28	160	1,722	\$2,813.67		\$564.00	\$1,148.73	28	\$380.17	\$344.55	\$0.22
29	169	1,819	\$2,971.94		\$564.00	\$1,148.73	29	\$393.40	\$357.27	\$0.22
30	172	1,851	\$3,024.70		\$564.00	\$1,148.73	30	\$397.81	\$361.51	\$0.21
							\$12,278.40		\$11,175.63	
							(Monthly)		(Monthly)	

NOTE: Owners' monthly fees are based on their units' annual sum less the August payment, then the balance is divided by 11

Schedule A

**Proposed Replacement Bylaws
for
Strata Plan VIS 5801
Lighthouse Landing Estates**



August 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 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) window screens;
 - (d) retractable exterior screen doors;
 - (e) garage door openers and track; and

- (f) 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 in 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 the building's exterior, whether or not it is identical to the component being replaced;
 - (b) the modification of any component or portion of the load-bearing structure of a building or the building's exterior;

- (c) the addition of any item, component or fixture to the building's exterior;
 - (d) changing the configuration of any part of a strata lot such that it affects the building's exterior; or
 - (e) making a physical improvement to a strata lot such that it affects the building's exterior.
- (2) An owner must submit a completed "LLE Alteration 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 load-bearing structures 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; or
 - (f) common property located within the boundaries of a strata lot.
- (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 carrying out work to the electrical, plumbing, heating, and fire suppression systems within a strata lot (whether or not approval is required under subsection (2)) only licensed and qualified trades may carry out work on the same.
- (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 complete an LLE Alteration Application to 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
 - (c) window screens; and
 - (d) 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 waiting 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, but excluding screens) 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 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 45(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 they may be contacted in their absence.

Schedule B

Proposed New Rules

1. An owner, tenant, occupant or visitor shall not do anything that may cause damage or interfere with the operation of the Waste Water Management (septic) system. For more information, visit: [Rules for Caring for our Waste Water Management System](#).
2. Prior to using the utility trailer, all owners and/or tenants must complete, agree to and sign the Lighthouse Landing Estates (LLE) Utility Trailer Rules & Sign Out Sheet. For more information, visit: [Rules for Utility Trailer Users](#).
3. Users of the Recreational Vehicle Storage area are collectively responsible for the upkeep of the Recreational Vehicle storage area.
4. Residents are required to maintain the garden bed areas within three (3) metres their unit or arrange to have them done during a prolonged absence. Owners are prohibited from planting flammable vegetation within two (2) metres of a structure, noxious weeds and invasive species.

Notes:

- a. In an effort to move towards a FireSmart property and reduce the potential of ignition from a wildfire, the application of bark mulch in plant beds and the planting or replanting of flammable species (e.g. coniferous species such as pines, Douglas fir, cedars, cypress, Junipers) within 2 metres of a structure (house or deck) is prohibited. For more information, visit: [FireSmart Safety](#).
 - b. Each unit is equipped with an irrigation system that is expected to water the perimeter as seasonally required. The Strata Council Landscaping Officer will oversee the winterizing of the irrigation system as necessary.
5. It is prohibited to plant non-ornamental fruit-bearing trees on limited common property and common property.
6. Council, owners, tenants and visitors may not use or apply a pesticide, or grant permission or authority, express or implied, to use or apply a pesticide for the purpose of maintaining outdoor trees, shrubs, flowers, other ornamental plants, gardens or turf on Common Property or Limited Common Property unless it is listed by the Province of British Columbia as an "excluded pesticide" (as per BC Regulation 604/2004 Integrated Pest Management Regulation – Schedule 2 – Excluded Pesticides) and it is:
 - a. applied for the control or eradication of Alien Invasive Species,
 - b. applied for the management of pests that transmit human diseases,
 - c. applied for the management of pests that impact agriculture or forestry, or
 - d. applied for the control or eradication of Alien Invasive Species.
7. Hot Tub Rules:
 - a. Draining hot tubs through the septic system or the storm water system is strictly prohibited.
 - b. Tub water can be used to water lawns and flower beds once at least 5 days have elapsed with the lid open to allow for the chemicals to vent out.
8. All owners submitting a request for alterations using the LLE Alteration Application, which can be found on the [Forms](#) webpage, must complete the work/alterations within one year from the approval date.
9. All new or replacement fencing panels and gates within 1.8 metres of a building must be constructed of metal.
10. LLE Aesthetic Standards include (but are not limited to):

When making and maintaining Alterations to Limited Common Property and/or Common Property:

 - a. All metal components and structures (gates, fence panels, deck railings) must be black.
 - b. Wooden fences must be constructed using wood lattice in a pattern of horizontal squares (not diamond pattern).

- c. All wooden structural components, including but not limited to those listed below, must be painted/stained using the strata colour scheme defined in the Table of Colours* in this section:
- lattice work must be Khaki Brown;
 - posts, post caps, cap rails and pergola rafters (cross beams) must be Night Train or Black;
 - kickboards must be Khaki Brown, Night Train or Black;
 - stairs and all visible stair components must be Night Train; and
 - sheds must use the same colour scheme as used on strata lot buildings.

Table of Colours*:

Colour Name	Product	Sheen	Colour Number	As seen on:
Khaki Brown	Cloverdale Covercoat	Satin		HardiPlank siding
Night Train	Cloverdale Covercoat	Satin	CC-720	Window and door trim
Night Train	Cloverdale Sharkskin	N/A	CC-720	Stair treads
Custom Black	Benjamin Moore Aura	Semi-gloss	14 oz black per litre	Black trim and doors

*Note: this table is for reference only to the above-mentioned colour names.

LLE Alteration Application



Before making alterations to the building exterior or load-bearing structures of strata lot, limited common property or common property, owners must complete and sign this Alteration Application, submit it to Council, and receive approval from Council. Council will determine if there are any additional forms that need to be completed or information supplied in order to complete their review of your application. If Council denies your application reasons will be outlined in a written response.

I/we, the owner(s) of unit # _____ request permission to make the following change:

Please describe the change in detail: what is being added, altered or removed, including where and by whom, and list materials to be used and colour choices:

- to:
- ☐ Our Strata Lot (unit)
 - ☐ Limited Common Property belonging to our strata lot
 - ☐ Common Property

DETAILS

If given permission to make this change, I/we will abide by the BC Strata Property Act, LLE Bylaws, Rules, Policies and Aesthetic Standards, and I/we will pay all associated costs.

Signed:

Date: _____

SIGNATURE

SIGNATURE

Owner: _____
NAME PRINTED

Owner: _____
NAME PRINTED

NOTE: Forms and links to related webpages can be found at: www.vis5801.ca/alterations/

TO BE COMPLETED BY COUNCIL

For approval, owners are required to supply completed:

- ☐ Assumption of Liability Agreement.
- ☐ Location plan / drawings with dimensions.
- ☐ List of materials to be used.
- ☐ List of colour choices.
- ☐ Neighbour Notification Form.
- ☐ Contractor's name and contact information.
- Copies of permits, licences, registrations and insurance.

Additional requirements:

- ☐ Owners' approval by $\frac{3}{4}$ vote at the next Annual or Special General Meeting.
- ☐ Proof of successfully registering the alteration with Land Titles.

This application is:

- ☐ Approved ☐ Denied ☐ Pending

SIGNATURE

Date: _____

Council Member: _____
NAME PRINTED

Assumption of Liability Agreement

for alterations to Strata Lots and Common Property

I/we, _____, the owner(s) of unit ____ - 5300 Gainsberg Road, Bowser, British Columbia, in consideration for the strata council's approval of an alteration to our strata lot or the common property of the strata development known as Lighthouse Landing Estates, do hereby agree to the following terms and conditions:

- (1) I/we have read the registered bylaws of the strata corporation (the "Bylaws").
- (2) I/we will comply with the Bylaws at all times.
- (3) I/we request that the strata council approve the following proposed alteration (the "Alteration"):

- (4) I/we agree that the strata council has the right to approve, reject, or require amendments to the Alteration at its sole discretion. The strata council will act reasonably in the exercise of its discretion to approve, reject, or require amendments to the Alteration.
- (5) If the Alteration is approved by the strata council, I/we agree that all work will be done in accordance with the applicable municipal and provincial building codes, and I/we agree to provide the strata council with copies of all building permits, inspection certificates, and insurance certificates as required by the Bylaws before starting any work.
- (6) I/we understand that the Alteration is not covered by the strata corporation's insurance policies, and I/we warrant and represent to the strata council that the Alteration is covered under my/our condo owners' insurance policy.
- (7) I/we are liable for all costs connected to the Alteration as set out in the Bylaws and I/we will maintain and repair the Alteration.
- (8) I/we agree that if the Alteration is not maintained or properly repaired, then the strata corporation may repair, maintain, or remove the alteration, and all costs incurred by the strata corporation to repair, maintain, or remove the alteration will be charged to the owner of the strata lot.
- (9) I/we agree to indemnify and save harmless the strata council of the strata corporation, the strata corporation, and the other strata lot owners of Strata Plan VIS 5801 from and against any and all costs (including, without limitation, all legal costs on a solicitor and client basis, and the costs of all other professionals whose services are required), damage, loss, claims, demands, actions, proceedings, or liability resulting from, in any way relating to, or by reason of, either directly or indirectly, the installation, removal, maintenance or failure to maintain or repair, and/or replacement of the Alteration.

- (10) If I/we sell our strata lot, we will notify all prospective purchaser(s) that the Alteration is subject to the terms of this agreement and the Bylaws, and will include in any contract for the purchase and sale of our strata lot a clause providing that the sale is subject to the purchaser entering into an agreement with the strata corporation to assume liability for the Alteration and indemnify and save harmless the strata council, strata corporation, and strata lot owners of Strata Plan VIS 5801 on the terms set out in this agreement.
- (11) By submitting this proposal, we agree to be bound by all the terms set out in the agreement and the Bylaws.

Owner(s):

Witness:

SIGNATURE

Date: _____

Name printed: _____

SIGNATURE

Date: _____

Name printed: _____

Address: _____

Telephone # _____

SIGNATURE

Date: _____

Name printed: _____

SIGNATURE

Date: _____

Name printed: _____

Address: _____

Telephone # _____

Complete if applicable:

Contractor Name: _____

Address: _____

Telephone Number: _____

Business Licence Number: _____

WorkSafeBC Registration [*attach certificate*]: _____

Contractor's Insurance [*attach certificate*]: _____

Homeowners' Insurance Certificate [*attach certificate*]: _____

Building Permit Number [*attach permit*]: _____

