

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
- 

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

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2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

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3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

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Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS

(Section 128)

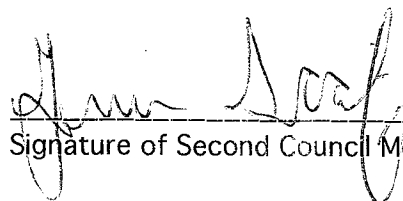
The Owners, Strata Plan VIS 4455 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on 23 January 2019.

See Attached File entitled

**ADDITIONAL BY-LAWS** (As approved at 23 January 2019 AGM)

  
-----  
Signature of Council Member

Stephen Milne

  
-----  
Signature of Second Council Member

Tim Scaife  
or  
Jayne Morrison

## **Meadow Lands Town Homes**

**4073 Blackberry Lane  
Victoria, BC  
V8X 5J5**

**Strata Corporation VIS - 4455**

**ADDITIONAL BY-LAWS (As approved at 23 January 2019 AGM)**

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### **1. DEFINITIONS**

- a) The following By-Laws are to be construed as in addition to/or amending the Standard Bylaws contained in the Strata Property Act of British Columbia;
- b) In these By-Laws, "Owner" means an Owner, tenant or occupant of a strata lot, tenant or occupant or guest of an Owner, tenant, or occupant of a Strata Lot within Strata Plan VIS - 4455;
- c) Where the masculine gender is used, both masculine and feminine genders are to be implied and where the plural is used, the singular is to be implied and vice-versa;
- d) Insofar as these By-Laws may be applied from time to time, there shall exist the same rights to arbitration as provided within the Strata Property Act of British Columbia; and
- e) While the Strata Property Act refers to "lot", Strata VIS 4455 is not a bare land Strata and the use of "unit" instead of "lot" in these additional bylaws is meant to indicate the physical building or dwelling/unit purchased by an owner. The word "Unit" has the same meaning as "Lot" under the Strata Property Act and will be used from this point forward.

### **2. USE OF THE STRATA UNIT**

- a) No Strata Unit shall be used for a purpose other than that stipulated or implied in the Strata Plan or bylaws. Without limiting the generality of the foregoing, no Strata Unit shall be used for commercial purposes or for any purpose which may be illegal or injurious to the Strata Corporation as a whole, No Owner shall do anything or permit anything to be done in or around the Strata Unit which is contrary to Rules, Regulations, Ordinances or Statutes of any Municipal, Provincial or Federal Government, Statutes or By-Laws of any Municipal, Provincial or Federal Government;
- b) No signs, billboards, advertising, notices or display material shall be placed on any part of Common Property, nor on the exterior of any Strata Unit;

- c) When any Strata Unit is offered for sale, signs may be placed at the entrance to the Strata Common Property and at the entrance to the Strata Unit in question. No other "For Sale" signs, official or not, may be placed on either the Common Property or on the Strata Unit offered for sale;
- d) No TV antennae, CB antennae, satellite "dishes" greater than eighteen inches in diameter shall be installed on the exterior of any Strata Unit;
- e) No laundry, washing or article of clothing shall be hung in such a manner as to be visible to any other Owner;
- f) No mops, dusters, or items of any kind shall be shaken or thrown over patio or deck railings;
- g) Flower boxes are for the strict use of flowers and shrubs only. Owners or tenants are to use discretion in the type of plant selected and are to ensure that their growth is controlled; and
- h) Subject to Part 8, article 141 (1) and (2) of the Strata Property Act of British Columbia, the maximum number of Strata Units within the Strata Plan that may be rented at any time by the Owners is none (zero). Annex A to these Additional By-laws of Strata Corporation VIS 4455 identifies the rental guidelines, application and approval process for renting a strata unit, procedure to follow in hardship and family, and establish the penalties associated with rental bylaw contraventions.

### 3. STRATA UNIT EXTERIOR

- a) An Owner shall submit plans and obtain permission, in writing, from the Strata Council before undertaking any alterations to the exterior of a Strata Unit, and notwithstanding the foregoing, shall not install any shades, awnings, guards, screens, doors, supplementary heaters or air-conditioning, except as approved, in writing, by the Strata Council;
- b) Nothing shall be done to the exterior of any Strata Unit which, in the opinion of the Council will alter the appearance of the buildings without first obtaining written permission from the Council: and
- c) Owners are responsible for the repair and maintenance of:
  - (i) Chimneys, stairs/stair railings, balconies, decks, hose bibs/exterior taps and other things attached to the exterior of the Strata Unit.

### 4. COMMON PROPERTY- GENERAL USE

- a) An Owner shall not cause damage to trees, plants, bushes, and flowers, and shall not place objects on grounds so as to damage them or to prevent growth or to interfere with the cutting or maintenance of the grounds generally;
- b) No part of the Common Property shall be used for storage;

- c) No Owner shall do anything or permit anything to be done on the Common Property which is contrary to Rules, Regulations, Ordinances or Statutes of any Municipal, Provincial or Federal Government, Statutes or By-Laws of any Municipal, Provincial or Federal Government;
- d) No repairs to motor vehicles or other mechanical equipment shall be carried out on the Common Property;
- e) The sidewalks, walkways, passages and driveways of the Common Property shall not be obstructed or used for any other purpose than entrance and egress from the building and parking areas; and
- f) Notwithstanding that maintenance of the common property and landscaping associated with VIS 4455, including mowing the lawns, and trimming of hedges and trees, is the responsibility of the Strata Corporation, owners are responsible for maintaining the landscaping (such as but not limited to: shrubs, landscape borders, flower beds, and rockeries) associated with/or surrounding their strata unit in cooperation with their neighbors. An owner who fails to maintain their landscaping after being notified by Strata Council and provided direction on what landscaping needs to be done, will have the required landscaping done by a contractor selected by Strata Council. The owner is responsible for the payment of services provided. An owner who fails to pay the invoice will have the amount added to their common expenses payable, or in such manner as meets the requirements of the Strata Property Act and its Rules and Regulations.

#### 5. LIMITED COMMON PROPERTY (LCP)- EXCLUSIVE USE OF RESIDENT

- a) Items on patios and decks shall be restricted to free standing, self-contained planter boxes, flower pots, patio furniture, accessories and well maintained barbecues;
- b) Patios and decks shall be kept tidy and clean;
- c) Owners are responsible for the repair and maintenance of:
  - (i) Stairs, balconies, decks attached to the exterior of the building; and
  - (ii) Fences, rails and similar structures that enclose patios, balconies and yards.
- d) Areas designated LCP as parking for/or associated with a Strata Unit, is for the exclusive use of residents/guests of that Strata Unit; and
- e) As per a  $\frac{3}{4}$  vote under SPA article 74, an amendment of LCP assignments to Strata lots of the Strata has been filed with the BC Land Title. The Legal Notation of the Change of Common Property is filed as "Designation of Limited Common Property for Strata Lots 1 to 12 see CA6583374, filed January 23 2018".

## 6. NOISE OR OTHER NUISANCES

- a) An Owner shall not permit any undue noise or other nuisance, in or about their Strata Unit or Strata Property, nor do anything which will interfere unreasonably with the quiet enjoyment of other residents. An Owner shall be responsible for the conduct of their tenants, their guests, even though the Owner may not be present at the time; and
- b) Stereos and other entertainment equipment units shall be played at a volume level that does not penetrate the insulation barriers between the Strata Unit.

## 7. VEHICLES AND OTHER PROPERTY

- a) No stored property, trailers, boats, commercial vehicles, equipment or vehicles other than private passenger vehicles may be parked on the Common Property. No vehicles of any kind may be driven on the Common Property except on the roadways and parking areas designated for that purpose;
- b) No vehicles may be parked in a fire zone or any place designated as a restricted parking area;
- c) Any vehicle that is driven or parked on Common Property must be licensed and insured according to Federal and Provincial laws;
- d) Any Owner or guest leaving any parked or stored property or vehicle within any Common Property or LCP area of the Strata Plan does so at his own risk;
- e) The Strata Council accepts no responsibility for any vehicle that is removed for any reason whatsoever by a towing company;
- f) No vehicle may be parked on any part of the Common Property or designated as LCP parking, as to cause an obstruction to any person or motor vehicle;
- g) All Strata Property shall be kept clean and free of hazardous material, oil spots, etc. In the event the Strata Council is obliged to ensure the clean-up of oil leakage, etc. by an outside agency, the Owner shall be held liable and will be billed for the cost of said clean-up;
- h) Continual use of the Visitors' parking places by residents of the Strata Property is strictly forbidden; and
- i) Vehicles shall be washed only in such a manner as will not cause nuisance or annoyance to other Owners.

## 8. PETS

- a) Pets kept by any Owner on their Strata Unit shall be limited at any time to (1) dog and (1) cat;

- b) An Owner shall not permit their pet to use any Common Property areas of the Strata Plan unless adequately controlled, nor allow their pet to create a noise or nuisance or to foul any areas within the Strata Plan. The pet must not act in a manner that interferes with the use of the Common Property by other Owners;
- c) No Owner shall keep a dog within the Strata Plan unless that dog has been duly licensed;
- d) No Owner shall harbour any exotic animal, reptile, etc. within the confines of any Strata Unit; and
- e) All visitors of all Owners are to be informed of the By-Laws concerning pets and the Owners shall be responsible for the enforcement of these regulations.

#### 9. FIRE

- a) No Owner shall do anything or permit anything to be done that will or is likely to increase the risk of fire or the rate of fire insurance on any building or part thereof;
- b) No flammable liquid or any description, including barbecue starting fluid, may be stored on patios and decks;
- c) No flammable, combustible or offensive chemical liquid, gas or material, in any amount greater than one (1) gallon may be stored in garages; and
- d) The use of barbecues, and similar devices is permitted providing such use shall not be offensive to others.

#### 10. GARBAGE AND OTHER MATERIALS

- a) Garbage and other refuse/materials shall be handled and packed by all residents in such a manner as to prevent contamination of the area and the attraction of rodents and other pests;
- b) Municipality of Saanich supplied containers shall be used for the disposal of garbage and organic waste; and
- c) All materials, including ordinary household refuse, organic waste and garbage, shall be removed by the individual Owner or resident(s) of the Strata Unit, at their expense.

#### 11. HAZARDS

- a) In the event of an emergency emanating from a Strata Unit whose occupant cannot be contacted, access, for the protection and/or safety of other property within the Strata Corporation, may be gained by force at the occupant's expense;
- b) Owners planning to be absent from their Strata Unit for more than seventy-two

hours (72 hours) must contact any member of the Strata Council and advise:

- i Proposed date of departure and return;
  - ii Ensure interior of property to be inspected every 72 hours by a Strata member or other responsible person; and
- b) Owners planning to be absent from their Strata Unit for more than one week period should contact any member of the Strata Council and advise him of the anticipated date of return.

## 12. DAMAGE TO PROPERTY

- a) No Owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the Owner arising from any defect or lack of repair of the Common Property unless such loss or damage resulted from a negligent act on the part of the Strata Corporation, its employees or agents;
- b) The Strata Corporation shall not be responsible to an Owner for any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from a negligent act on the part of the Strata Corporation, its employees or agents;
- c) An Owner shall not hold the Strata Corporation responsible for the expense of any maintenance, repair or replacement rendered necessary to the Common Property or to any Strata Unit, that the owner, a member of their family, visitor, guest, tenant or pet is responsible for; and
- d) An owner is responsible for the expense of any maintenance, repair or replacement rendered necessary to the Common Property or to any Strata Unit that the owner, a member of their family, visitor, guest, tenant or pet is responsible for.

## 13. MAINTENANCE FEES

Each Owner's monthly maintenance fees and charges incurred pursuant to these By-Laws and the Strata Property Act 2000 shall be due and payable on the first day of each and every month in each and every year. Any Owner in arrears for ten (10) days shall be subject to an additional administration charge of fifteen dollars (\$15) for each occurrence, such additional charge due and payable to the Strata Corporation on demand and to be added to the maintenance charge in the month following. In the event that a cheque is returned for any reason (for example, NSF) the Owner is liable for any/all applicable bank charges arising there from.

## 14. CHEQUES, BUDGET AND COMMON EXPENSES

- a) All cheques drawn on the account(s) of the Strata Corporation shall be signed by at



least two (2) members of the Council and all cheques or other negotiable instruments for the credit of any such account may be endorsed by the Chairman or Treasurer;

- b) Budget Procedure: Prior to the first day of February each year, the Strata Corporation shall cause to be prepared a Budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal period. The Budget shall include a reasonable provision for contingencies and replacements;
- c) Prior to the 31<sup>st</sup> day of January, each year, the Strata Corporation shall deliver or mail to each Owner at the municipal address of their Strata Unit, a copy of the Budget for the ensuing fiscal period, together with a notice of the assessment for his contribution toward the common expenses of that period;
- d) The common expenses set forth in each assessment shall be payable to the Strata Corporation, in twelve (12) equal consecutive monthly installments in advance, the first installment to be made on the first (1<sup>st</sup>) day of February immediately following the receipt of such notice of assessment; and
- e) Within ten (10) days following written application by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its date and amount of any unpaid assessments then due from such Owner.

#### 15. MAXIMUM EXPENDITURE BY COUNCIL

The Council shall not, except in emergencies, authorize, without approval by a special resolution of the Strata Corporation, an expenditure exceeding \$1,000.00 which was not set out in the Annual Budget of the Corporation and approved by the Owners at the Annual Meeting.

#### 16. PENALTY CHARGE

An Owner who has been advised by the Strata Council in writing, to comply with By-Laws of VIS-4455, or to a special resolution passed by the Strata Council, and fails to comply, shall be subject to a penalty charge of up to \$200.00 every seven days until such time as the Strata Council is satisfied that the actions taken by the Owner to comply are acceptable. Rules and regulation infractions are subject to a fine of \$50.00 every seven days until compliance is found by Strata Council to be acceptable. Annex A to these additional bylaws establishes the penalty charge for a bylaw contravention with respect to the articles contained in Annex A.

#### 17. COMMUNICATION BETWEEN OWNER(S) AND COUNCIL

All communications between Owners and Council which require action to be taken by one party or the other shall be in writing. The communication shall be addressed to: The Chairman, Strata Council VIS-4455, 4073 - Blackberry Lane Victoria, BC V8X 5J5.

## 18. CONSENT / PERMISSION

Any consent, approval or permission given to any request of an Owner shall be subject to cancellation at the discretion of Council, provided, always, that the consent, approval or permission was for a purpose capable of being reversed at a future time.

## 19. GENERAL

- a) No Owner shall do anything or permit anything to be done that is contrary to any of the Provision, Rules or Ordinances of any Statute or City By-Law;
- b) Each and every Owner is responsible for their guests and their actions;
- c) Notwithstanding the foregoing By-Laws, all sections of the Strata Property Act 2000 of British Columbia and the schedules thereto which may be construed as being in conflict with any By-Law, from time to time passed, shall be deemed to supersede such By-Laws; and
- d) Under Saanich By-Law 8200 Schedule 1310 Strata VIS4455 is zoned RM-CH2, that being Residential Mixed Christmas Hill Zone.

## 20. CANNABIS/TOBACCO SMOKING OR VAPING

- a) The smoking or vaping of cannabis on Common Property is prohibited. Smoking or vaping of cannabis on Limited Common property designated for parking or stairway's is prohibited;
- b) Smoking on rear facing LCP or LCP rear/side patios is permitted if it does not interfere with the right of the owner/occupants of an adjacent Strata Unit to quiet enjoyment/use of their LCP or Strata Unit;
- c) Smoking is not permitted within 7 m of another Strata Units doorways, windows that open to the exterior, or fresh air intakes;
- d) The growing or cultivation of cannabis plants within Strata Units or on common property is prohibited;
- e) Only Medical users who have a government license to grow cannabis plants may grow them on their Limited Common Property away from public view. A Medical user must have the permission of Strata Council to grow their licensed plants (maximum of 4). Strata Council will grant permission after confirming the validity of their license, via a review of the medical license provided to Strata Council; and
- f) A contravention of this bylaw is subject to penalty charges iaw article 16 of these Additional Bylaws.

## 21. AIR CONDITIONING UNITS

- a) Ductless air conditioning units or mini split heating and cooling units are approved for installation on Limited Common Property of Strata Units;
- b) The ductless air conditioning unit must not exceed (be equal to or less than) an outdoor sound measurement standard of 57 dB or less;
- c) Requests for installation must be sent to Strata Council, who will confirm that the proposed unit for installation meets the outdoor sound measurement standard before the request will be approved. The owner is responsible for providing the required technical documentation, documenting the dB rating of the proposed installation, to Strata Council;
- d) Ductless or mini split systems that are proposed to be installed on Common Property need site approval from Strata Council. Approval will not be unreasonably denied; and
- e) Outside ducting pipe covering is to be painted to match the outside of the Strata Unit within one year of installation.

### Annex A - Rental Bylaw VIS 4455

#### Strata Rental/Lease Bylaw

1. No owner may rent or allow their strata unit to be rented without the permission, in writing, of the Strata Council. As permitted by the Strata Property Act of British Columbia, article 141(2), no rental of a strata unit is allowed except for hardship or family rentals. This Bylaw identifies the rental guidelines, application and approval process for renting a strata unit, procedure to follow in order to obtain approval of a hardship or family rental request, and establish the penalties associated with rental bylaw contraventions.
2. All requests/applications for the rental of a strata unit for hardship, or as a Family rental must be made in writing to the Strata Council. A Strata owner who submits a request/application for the rental of a strata unit is considered to have read and understood all applicable articles/sub-articles of this Rental Bylaw, the Strata Properties Act, and the Strata Property Regulations, and acknowledged that Strata Council's approval to rent may be withdrawn/terminated in accordance with this bylaw.
3. The rental of a strata unit for hardship is limited to a three (3) year period. Approval of hardship rental is subject to the following:
  - a. Approval is contingent upon the owner providing financial documentation, acceptable to Strata Council, that documents the hardship claim. Strata may request additional information to prove hardship. If Strata Council determines that hardship had not been proven, the rental application shall be rejected;

- b. A copy of the rental agreement, and Form K, signed by the owner and tenant, shall be provided to the Strata Council within 30 days of occupancy of the strata unit being rented, by the owner of the rented strata unit. Strata Council does not require the financial details of the rental agreement and that financial information may be struck out/removed from the copy of the rental agreement forwarded to Strata Council;
  - c. Failure to provide the rental agreement and Form K shall constitute agreement by the owner of the unit to:
    - i. Strata Council's revocation of approval to rent; and
    - ii. Terminate of the rental agreement between the owner and the tenant.
  - d. A subsequent rental made within the authorized hardship rental period, must comply with sub article b and c above.
    - i. The rental/lease agreement may not exceed the originally approved period of rental granted by Strata council. Any rental agreement that does is subject to the penalties described in this bylaw for the period that exceeds the approved rental period;
4. Notwithstanding this rental bylaw, owners of a strata unit in VIS 4455 have the right to rent to a member of the owner's family in accordance with article 142 (4) (a) of the Strata Properties Act. The Strata Property Regulation article 8.1(1) and (2) defines the meaning of family and family member. A notarized letter establishing the familial relationship in accordance with the aforementioned article 8.1 (1) and (2) is required to be forwarded to Strata Council along with the request to rent. Failure to provide the notarized letter establishing the familial relationship within 30 days of occupancy, and/or a rental to anyone who does not meet this definition of family or family member, constitutes a contravention of this rental bylaw;
- a. Form K and rental agreement (financial details may be struck out/removed) signed by the owner and tenant, shall be provided to the Strata Council within 30 days of occupancy of the strata unit being rented, by the owner of the strata unit.
5. Notwithstanding this rental bylaw, the original 1<sup>st</sup> time owner of a strata unit in VIS 4455 retains the unrestricted right to rent as per the developer disclosure form J filed with the Land Title office;
- a. Form K, signed by the owner and tenant, shall be provided to the Strata Council within 30 days of occupancy of the strata unit being rented, by the owner of the strata unit.
6. Strata owners shall follow the rules and regulations of the Strata Properties Act and their applicable Standard Bylaws as amended by this additional Bylaw in requesting

approval to rent their strata unit, and are to provide any and all paperwork/Forms required by these bylaws to Strata Council;

- a. The rental of a Strata Unit for hardship or family use by a Strata owner, who has not requested/obtained approval to rent enjoys no rights under any article of this bylaw;
  - b. No combination of circumstances or events, not foreseen in this bylaw, is to be construed as providing permission to rent a strata unit without the express approval of the Strata Council; and
  - c. Any rental of a Strata Unit that is made without the required approval of the Strata Council is subject to the penalty charge established in article 8 of this rental bylaw on the first day of its occupancy. Any rental of a Strata Unit that has had approval to rent revoked by virtue of any article of this bylaw, is subject to the penalty charge established in article 8 of this rental bylaw on the date of revocation as determined by Strata Council.
7. Strata owners who wish to rent their strata are to do so in writing and date their correspondence. They or their agent shall provide the length of time that is being requested for the rental of their strata unit, and when requested to rent.
  8. Strata Owner who has been advised in writing to obey this rental bylaw, and who fails to obey the bylaw, is subject to a penalty charge of \$500 every seven (7) days, with a commencement date as specified by Strata Council or implied in the articles of this Annex, until such time as the actions taken by the Strata Owner to comply are deemed to have met the requirements of this rental bylaw to the satisfaction of the Strata Council.
  9. The use a Strata Unit via an application such as Airbnb or vacation or travel destination website, as a short or long term rental, license to occupy, or any other characterization, is prohibited. The use of a Strata unit in this manner is subject to a daily penalty charge of \$1000 for each and every occurrence.
  10. Strata Council may waive the penalty or partially waive the penalty, at their discretion, if the Strata Owner complies with this rental bylaw by providing documented evidence and complies in a timely manner with Strata Council's request as provided to the Strata Owner.
  11. An Owner who has rented or otherwise let their Strata Unit without the written proper authority to do so is in contravention of this By-Law and shall give their tenant notice to vacate pursuant to the Residential Tenancy Act. The owner of the Strata unit is responsible for all costs associated with this notice to vacate.

This Act is current to February 19, 2020

See the [Tables of Legislative Changes](#) for this Act's legislative history, including any changes not in force.

## **STRATA PROPERTY ACT**

### **[SBC 1998] CHAPTER 43**

#### **Schedule of Standard Bylaws**

#### **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

##### **Payment of strata fees**

An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

**1**

##### **Repair and maintenance of property by owner**

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 (1)**

An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**(2)**

##### **Use of property**

An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

**3 (1)**

- causes a nuisance or hazard to another person,
- (a) causes unreasonable noise,
- (b) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (c) is illegal, or
- (d) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

**(2)**

An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

**(3)**

An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

**(4)**

- a reasonable number of fish or other small aquarium animals;
- (a) a reasonable number of small caged mammals;
- (b) up to 2 caged birds;
- (c) one dog or one cat.
- (d)

##### **Inform strata corporation**

Within 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.

**4 (1)**

On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

**(2)**

##### **Obtain approval before altering a strata lot**

An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that

**5 (1)**

involves any of the following:

- the structure of a building;
- (a) the exterior of a building;
- (b) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (c) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (d) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

**Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**Permit entry to strata lot**

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (a) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
  - (b) 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.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

**Division 2 — Powers and Duties of Strata Corporation**

**Repair and maintenance of property by strata corporation**

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and the following, no matter how often the repair or maintenance ordinarily occurs:
      - (ii) the structure of a building;
        - (A) the exterior of a building;
        - (B) chimneys, stairs, balconies and other things attached to the exterior of a building;
        - (C) doors, windows and skylights on the exterior of a building or that front on the common property;
        - (D) fences, railings and similar structures that enclose patios, balconies and yards;
        - (E) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is
  - (d) restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.

**Division 3 — Council**

**Council size**

- 9 Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (1) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.
- (2) the council.

**Council members' terms**

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

### Removing council member

- 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.
- 11** (1)

(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.

### Replacing council member

- If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 12** (1)

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### Officers

- At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13** (1)

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

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

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

### Calling council meetings

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

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

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

### Repealed

[Repealed 2009-17-35.]

**15**

### Quorum of council

- A quorum of the council is
- 16** (1)

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

### Council meetings

- 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.
- 17** (1)

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.



(3) Owners may attend council meetings as observers.

Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at council meetings**

At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- 18** (1) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may
- (2) break the tie by casting a second, deciding vote.

The results of all votes at a council meeting must be recorded in the council meeting minutes.

(3)

#### **Council to inform owners of minutes**

The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

**19**

#### **Delegation of council's powers and duties**

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.

**20** (1)

The council may delegate its spending powers or duties, but only by a resolution that

(2)

delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (a) delegates the general authority to make expenditures in accordance with subsection (3).
- (b)

A delegation of a general authority to make expenditures must

(3)

set a maximum amount that may be spent, and

- (a) indicate the purposes for which, or the conditions under which, the money may be spent.
- (b)

The council may not delegate its powers to determine, based on the facts of a particular case,

(4)

whether a person has contravened a bylaw or rule,

- (a) whether a person should be fined, and the amount of the fine, or
- (b) whether a person should be denied access to a recreational facility.
- (c)

#### **Spending restrictions**

A person may not spend the strata corporation's money unless the person has been delegated the power to do so in

**21** (1)

accordance with these bylaws.

Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common

(2)

property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of council member**

A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in

**22** (1)

the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

(2)

### **Division 4 – Enforcement of Bylaws and Rules**

#### **Maximum fine**

The strata corporation may fine an owner or tenant a maximum of

**23**

\$50 for each contravention of a bylaw, and

- (a) \$10 for each contravention of a rule.
- (b)

#### **Continuing contravention**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for

**24**

longer than 7 days, a fine may be imposed every 7 days.

### **Division 5 – Annual and Special General Meetings**

### Person to chair meeting

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

- 25 (1) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.  
(2) council.

If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

- (3)

### Participation by other than eligible voters

Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- 26 (1) 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.  
(2)

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.

- (3)

### Voting

At an annual or special general meeting, voting cards must be issued to eligible voters.

- 27 (1) 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.  
(2)

If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (3)

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.

- (4)

If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

- (5)

If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

- (6)

Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

- (7)

### Order of business

The order of business at annual and special general meetings is as follows:

- 28
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a council, if the meeting is an annual general meeting;
  - (n) terminate the meeting.

### Division 6 — Voluntary Dispute Resolution

#### Voluntary dispute resolution

A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- 29 (1)

(a) all the parties to the dispute consent, and  
the dispute involves the Act, the regulations, the bylaws or the rules.

(b)  
(2) A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or  
any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(b)  
(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 – Marketing Activities by Owner Developer**

#### **Display lot**

**30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

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