

1. Contact

Document Fees: \$31.27

**ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.
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2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

KAS3589

THE OWNERS, STRATA PLAN KAS3589

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Marnie Gunther
QKY7MA**

Digitally signed by
Marnie Gunther QKY7MA
Date: 2024-03-21
11:06:20 -07:00

Strata Property Act

Form I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, **Strata Plan KAS3589** 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 general meeting held on **March 6, 2024**.

IT WAS RESOLVED by $\frac{3}{4}$ vote resolution of The Owners, **Strata Plan KAS3589** (the “**Strata Corporation**”) that the bylaws of the Strata Corporation be amended as follows:

1. By repealing bylaw 73 (Insurance and Indemnity) and replacing it with the following:

73 Owner Insurance and Indemnity for Damage to Common Property and Strata Lots

- (1) An owner must use reasonable efforts to obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the Strata Corporation pursuant to this bylaw. An owner must provide proof of insurance to the Strata Corporation upon request.
- (2) An owner, tenant, occupant, visitor, or other invitees must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible for any loss or damage to the property caused by occupants, tenants, visitors, and other invitees to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the Strata Corporation for any loss or damage to the property for which the owner, or their occupants, tenants, visitors, or other invitees is responsible, or any loss or damage to the property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.
- (5) An owner's obligation to indemnify and save harmless the Strata Corporation under this bylaw includes the costs of any investigation, remediation, maintenance, repair, replacement, or administration undertaken in respect of the property, but only to the extent that such cost is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the Strata Corporation is considered a cost not reimbursed from the proceeds of insurance.

- (6) Without limiting the foregoing, where the Strata Corporation takes steps or does work, on an emergency basis, to mitigate damage to a strata lot, and in doing so incurs costs which are not paid as part of an insurance claim, 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 from whose strata lot the damage occurred or originated.
- (7) Notwithstanding bylaws 73 (4), (5) and (6), the Strata Corporation must limit any insurance deductible or uninsured repair costs charged to the owner by the Strata Corporation pursuant to this bylaw to \$250,000. For greater clarity, this limit on any deductible or uninsured repair costs charged to the owner applies per occurrence and is not an aggregate limit.
- (8) In the event that a condition exists within a strata lot that presents a risk to health or property of an owner, tenant or occupant, the Strata Council may order that the strata lot be vacated, in which case no person may occupy the strata lot until the strata lot is restored to safe condition and the owner of the strata lot is responsible for any live-out costs incurred until the strata lot is restored to a safe condition.
- (9) Nothing in this bylaw shall be interpreted to prevent the Strata Corporation or any person from fully availing themselves of the proceeds available under any insurance policy.

2. ***By repealing bylaw 8 in Part 2, Division 3 - Use of Property and replacing it with the following bylaw:***

- (8) An owner, tenant, occupant, visitor or other invitee must not cause damage, other than reasonable wear and tear, to the common property, limited common property and 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 *Strata Property Act*.

3. ***By adding bylaw 27.1 to Part 2, Division 3 - Use of Property:***

- 27.1 Owners, tenants, and occupants must ensure that their strata lot interior is maintained at a minimum temperature of 12 degrees Celsius/53.6 degrees Fahrenheit, year-round.

The Strata Council was directed to take all necessary steps to promptly insert the amendment to the existing bylaws and register a complete copy of bylaws, as amended, in the Land Title Office. Strata Council to provide a registered copy of the updated bylaws to all owners and tenants.


.....
Signature of Council Member


.....
Signature of Second Council Member

Pages Enclosed: Form I – 3 pages
Bylaws as amended – 86 pages

BYLAWS

Of The Owners, Strata Plan KAS3589

“Waterscapes”

As Approved and Amended February 6, 2024 and March 6, 2024

Be it resolved by $\frac{3}{4}$ vote resolutions of The Owners, Strata Plan KAS3589 that all previously registered bylaws and all rules are replaced with the following bylaws. For the sake of clarity, these bylaws completely replace all standard statutory bylaws as well as all previously registered bylaws. The Strata Council is directed to take all necessary steps to promptly register these bylaws in the Land Title Office.

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Part 1 – Application and Object of the Bylaws

- 1 Subject to the limits of authority permitted by the provisions of the governing legislation, these bylaws are intended to regulate and govern:
 - (1) the conduct of all persons while within the physical bounds of the strata plan;
 - (2) the use, control, maintenance and enjoyment of the strata lots, common property and common assets;
 - (3) the administration, management and governance of the Strata Corporation, including conduct of the Strata Corporation’s meetings and affairs, whether within the bounds of the strata plan or otherwise;
 - (4) specific obligations imposed herein on owners, tenants, occupants, and the Strata Corporation itself; and
 - (5) such other specific matters as are addressed herein.

- 2 Subject to and without limiting the statutory duties imposed by governing legislation, the object of these bylaws is to allow for fair and proper governance of the Strata Corporation as well as responsible stewardship of the assets and fulfillment of duties which are of common interest, for the purpose of encouraging the peaceful enjoyment of strata lots, and preservation of common interests and equity in a manner which fairly and properly reflects the best interests of all owners.
- 3 Owners and tenants are jointly and severally responsible to ensure that they and their respective tenants or subtenants, occupants, co-occupants, agents, employees, guests, visitors, and any other people or pets invited or admitted to the property by any of the foregoing, do not contravene or cause a contravention of the bylaws or rules, cause undue risk of injury or property damage, or prevent the peaceful enjoyment of any strata lot.

Part 2 - Conduct and Use of Property

Division 1 – Conduct Generally

- 4 Without limiting the right to dissent or free expression thereof or any other lawful excuse, no person under the jurisdiction of these bylaws may unlawfully or unreasonably and unduly:
 - (1) impair or obstruct the proper governance of the Strata Corporation;
 - (2) impair the quiet enjoyment of one or more strata lots, common property or common assets by others entitled to that enjoyment;
 - (3) cause undue diminishment of the value of a strata lot, common asset or the common property; or
 - (4) falsely and deliberately impugn the reputation of the Strata Corporation, its properties, or assets.

Division 2 – Noise, Nuisance and Disturbance

- 5 No person may, while within the bounds of the strata plan:
 - (1) cause unreasonable noise or disturbance within the bounds of the strata plan;
 - (2) unreasonably obstruct or interfere with the rights of other persons to access, use and enjoy the common property, common assets or another strata lot; and/or
 - (3) cause or improperly increase the risk of fire, injury, death, damage to property, or otherwise cause any hazard or nuisance which is not inherent to ordinary occupation of a strata lot.

6 Without limiting the general application of section 5 above, in determining whether noise is unreasonable, the Strata Council may give particular consideration to whether noise resulting in a complaint:

- (1) had a significant or severe impact on others;
- (2) was recurring or unnecessarily loud or prolonged;
- (3) was audible in 2 or more strata lots other than the strata lot from which the noise originated;
- (4) was caused by operation of any device or instrument which ought reasonably to have been expected to cause disturbance, including without limitation, any noisemaker, loudspeaker, musical instrument, computing, gaming, amplification, audio or audio/video device, or any machine, tool, or motor, excepting reasonable use of tools, machinery and equipment used in making an approved alteration of a strata lot or alteration which does not require approval;
- (5) was caused by a raised voice or unnecessary impact;
- (6) was caused by activities which themselves were not permitted or breached other legal restrictions, including provisions of the bylaws and/or rules of the Strata Corporation;
- (7) was caused by activities which are inconsistent with the character of a reasonably quiet multifamily residential development;
- (8) appears to have been deliberately intended to disturb others; and/or
- (9) occurred after previous complaints or warnings relating to noise or disturbance were supplied to an owner and/or occupant of the strata lot in question.

Division 3 – Use of Property

7 No person may, without lawful excuse or prior and properly authorized written approval of the Strata Corporation, use a strata lot, the common property or common assets in any way that:

- (1) contravenes or causes a contravention of the bylaws;
- (2) is contrary to the lawful requirements of any document registered in the Land Title Office or order enforceable in Court which is binding upon a strata lot and/or the strata plan;

- (3) constitutes or causes common property to be significantly changed, damaged or impairs or obstructs rightful access or use of common property;
 - (4) has a significant and improper adverse effect on the access to, use, or appearance of common property;
 - (5) contravenes any provincial, federal, or municipal enactment or regulation; or
 - (6) is contrary to a primary or secondary purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan or other documents properly registered in the Land Title Office in relation to the strata plan, or exceeds permitted uses contemplated by local zoning.
- 8 An owner, tenant, occupant, visitor or other invitee must not cause damage, other than reasonable wear and tear, to the common property, limited common property and 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 *Strata Property Act*.
- 9 An owner, tenant, occupant, or visitor must not drop, throw, hang or suspend anything from windows, doors, decks, railings or any portion of common property, including limited common property, or cause water to flow over the edge of their decks or balconies other than rainwater, except as specifically permitted under these bylaws.
- 10 Nothing may be left or stored within common property which has not been designated as limited common property, except at the direction of, or with the prior written permission of, the Strata Council, or as expressly permitted in the bylaws. The Strata Council may remove any item improperly left on common property, and may in their sole discretion, based on the circumstances, condition of the item, apparent value of the item and context, arrange to have the removed item stored, discarded and/or otherwise disposed of at the expense of the owner.
- 11 An outdoor barbecue, grill, propane heater and/or other outdoor cooking or heating appliance (the "Appliance") as well as propane, kerosene, charcoal or similar fuels used in such Appliances are not permitted to be brought, kept or used within the bounds of the strata plan, except where permitted by law and only to the extent permitted by this bylaw. Only propane and electric Appliances are permitted and only on the following conditions:
- (1) the Appliance must be CSA Group approved and maintained in good and safe condition;
 - (2) no smokers, smoker barbeques or similar Appliances are permitted;

- (3) only one unaltered fire table no taller than 36 inches in height is permitted. No other outdoor heaters and/or similar Appliances or devices used outdoors or designed or intended for outdoor use are permitted;
 - (4) storage, maintenance, and operation of the Appliance must be strictly compliant with any applicable laws as well as all of the Appliance manufacturer's applicable recommendations and instructions and a proper maintenance schedule;
 - (5) the Appliance may only be stored or used on an unenclosed balcony, patio, or deck, along with no more than a single attached propane canister with a maximum 20 pound capacity per Appliance;
 - (6) notwithstanding any other provisions, only electric Appliances are permitted in enclosed spaces;
 - (7) Appliances must be under direct observation of the operator at all times while lit, in operation, or hot; and
 - (8) a properly maintained and functional 5 pound, ABC class, steel head fire extinguisher must be in the immediate vicinity of the Appliance while it is in operation.
- 12 Owners, tenants, and occupants must keep balconies, patios, and decks clean and tidy and must not display, affix or erect fixtures, poles, racks, storage sheds or similar structures permanently or temporarily within balconies, patios or decks, whether they are part of the strata lot, or common property, limited common property, or land that is a common asset, except as specifically permitted by these bylaws, and with the required approval. Despite the foregoing, the placing of the following items on the limited common property balconies, patios and decks shall be permitted without any requirement for specific permission or approval subject to the general requirement that these items be kept clean, in good order and in good repair:
- (1) patio and deck lighting provided there are no more than 4, unaffixed, LED, white in color, and are situated on the deck surface;
 - (2) a reasonable amount of well maintained and properly placed purpose designed outdoor furniture;
 - (3) up to 2 Appliances as described in the previous subsection, plus related accessories;
 - (4) one small, lidded purpose designed outdoor storage chest and fully enclosed contents; and

- (5) reasonable, unaffixed, freestanding, self-contained planter boxes or similar plant containers, which must not exceed 37 inches in height and must not be allowed to leak or overflow, but not including hanging containers, baskets, or plants.
- 13 For greater clarity, decks, patios, and balconies may not be used for storage of any property or other items which are not intended to be used there, and the following items are specifically prohibited:
 - (1) garbage, recycling, debris or unsightly and/or untidy objects or materials;
 - (2) any bicycle or exercise equipment; and/or
 - (3) additional shelves, storage sheds, boxes or bins not specified above.
- 14 Except by direction of the Strata Council, no person may unreasonably obstruct any common property portion of the strata plan intended for passage of people or vehicles. This bylaw shall not be interpreted to prevent a person from making lawful and reasonable use of limited common property designated for the exclusive use of that person's strata lot.
- 15 An owner may not allow waste, refuse or debris to accumulate within their strata lot or limited common property, nor shall any person deposit waste, refuse or debris on common property, including limited common property. Lawful, sanitary, and timely disposal of household garbage and other refuse is the responsibility of each strata lot owner, tenant or occupant. Household garbage must be placed only in designated receptacles. Any other type of refuse must be removed from the property by the owner for timely and proper disposal. Recyclable items deposited in the garbage rooms become the property of the Strata Corporation and will be disposed of as directed by the Strata Council. Removal of returnable containers and other recyclable materials from the garbage rooms are prohibited.
- 16 No person may knowingly allow any item to enter the drainage or sewerage systems other than fluids and materials which each of those systems were specifically designed to handle. Without limiting the generality of the foregoing, no oil, grease, corrosive substance, expanding or absorbent material or other substance or object with the potential to cause a blockage or leak may be disposed into sink, tub or shower drains or flushed down toilets.
- 17 No commercial, professional, or business activities are permitted within a residential strata lot or on common property, except for activity within a strata lot which is consistent with and secondary to primarily residential use and which is lawful, not apparent from outside of the strata lot, and does not significantly increase liability or vehicle or

pedestrian traffic within the development. Nothing in this bylaw shall be construed to prevent the authorized rental of a strata lot, cleaning or other services provided to a strata lot owner or to the Strata Corporation, or activities which are normally incidental to typical residential use.

18 No laundry, clothes or linens shall be hung to air or dry out of doors and no clothesline or similar structure shall be erected or used within common property, including limited common property, or within a strata lot in a manner visible from outside of the strata lot.

19 Smoking or use of an e-cigarette or vaporizer is not permitted within the bounds of the strata plan or any common assets, including within any strata lot, within common property (including limited common property) or within any vehicle(s) owned or obtained by the Strata Corporation as a common asset. For greater clarity, under this bylaw:

(1) Smoking means:

- a) the consumption of tobacco, marijuana or any other substance by smoke, vapor or spray inhalation, or similar form of consumption; but not including consumption of prescription or over-the-counter pharmaceuticals by inhaler or similar mechanism, and/or
- b) combustion, spray or vaporization while avoiding inhalation, in a manner which would constitute a breach of this bylaw if inhaled.

(2) Nothing in this bylaw shall be interpreted as permitting an owner to cause a nuisance, disturbance or noxious odor by conduct which is not specifically prohibited in this bylaw and which otherwise constitutes a bylaw contravention.

(3) Nothing in this bylaw shall be interpreted as prohibiting conventional, commercially available pharmaceuticals which are prescribed or available over-the-counter and are administered by inhaler or spray.

(4) Notwithstanding any overlapping prohibitions in the bylaws, smoking is not permitted anywhere within all of the inner courtyard and common facilities therein, including but not limited to:

- a) the playground;
- b) the putting green;
- c) the swimming pool, hot tubs and pool deck; and
- d) the barbeque area;

as well as all exterior covered and uncovered areas comprising the common property inner courtyard.

- 20 Butts, remnants, residue, ashes, contaminated water and other debris, paraphernalia or by-products associated with smoking must not be deposited within common property and must not be kept or disposed of in any way which causes a hazard, nuisance, or disturbance.
- 21 Marijuana cultivation and/or production within a condominium development is understood to have the potential to cause disturbing odors, mold proliferation and/or other risks and insurability concerns. Therefore, cultivation (growing) of marijuana plants and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that legally permissible, small-scale preparation of marijuana for personal use or consumption which does not include cultivation and complies with the bylaws is permitted, provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the residents to ensure that such issues are strictly avoided. Notwithstanding the foregoing or any other bylaw or rule of the Strata Corporation and despite any legalization or decriminalization, no marijuana plants may be cultivated or grown within the strata plan.
- 22 Consumption of alcohol is prohibited within the bounds of the common property, except that consumption of alcohol is permitted:
- (1) on limited common property which a person has the right to use and which is not accessible to the public; and/or
 - (2) within interior portions of common property, subject to the condition that no more than a single serving for consumption is in a person's possession, in a plain, unmarked, nonbreakable, nonglass serving container which must not be left unattended, except in the Cascade Club/Lounge during group bookings/reservations of the Cascade Club/Lounge.
- Such consumption must also comply with any applicable municipal or provincial laws and no person may use the common property in a state of intoxication which constitutes or causes a contravention of any other bylaw.
- 23 No person may carry, keep, or leave any open alcohol or consume visible alcohol, within common property, except in the Cascade Club/Lounge during group bookings/reservations of the Cascade Club/Lounge, or on limited common property which they have a right to use.
- 24 Only artificial wreaths, garlands, and/or holiday trees are permitted within a strata lot or limited common property.
- 25 Exterior washing of vehicles and bicycles on common property is prohibited due to the proximity of Brandt's Creek.

- 26 All use of the property must comply with covenants and other valid restrictions registered on title and must not interfere with the Strata Corporation's obligations with respect to easements and/or statutory rights of way.
- 27 New lines to washing machines and dishwashers and any other approved appliance installation which requires a water connection must be connected using braided stainless steel lines or equivalent. It is each owner's responsibility to ensure that each appliance within their strata lot with one or more water connections is inspected annually for signs of leakage, wear, or end of service life issues. Water lines and hoses must be replaced the earlier of 10 years after installation or as soon as any signs of deterioration, wear or leakage are observed. Replacement and any damage resulting from any such appliances, or their connections are the responsibility of the strata lot owner.
- 27.1 Owners, tenants, and occupants must ensure that their strata lot interior is maintained at a minimum temperature of 12 degrees Celsius/53.6 degrees Fahrenheit, year round.

Division 4 – Safety and Security

- 28 No person may prop or hold open common exterior doors or fire doors for any reason, except when in use and being directly and visibly monitored in person. Reasonable efforts must be made to deter unauthorized access to the building.
- 29 No person may create an unlawful or unsafe obstruction to hallways, stairways, elevators, emergency exits or other emergency routes.
- 30 The placement of lock boxes, key storage, hidden keys, fobs and similar access or security components or devices (collectively "Access Components") relating to access to a building or strata lot is prohibited within common property, including limited common property, except for the following categories, which are permitted:
- (1) Access Components which form part of original construction and/or which are installed as part of the Strata Corporation's access control systems;
 - (2) Access Components placed by third parties with written approval of the Strata Council for the purpose of access by Telus, Shaw, the Kelowna Fire Department, the BC Ambulance Service or other utility providers or government agencies which have the benefit of a right to access the property;
 - (3) Access Components placed by, or at the direction of, the Strata Council for access by contractors, management and others approved by the Strata Council for that purpose; and/or

- (4) standard real estate agent lock boxes placed only on the real estate bars provided at the lobby entrances, which must be promptly removed upon conveyance of the strata lots to which they relate.

For greater clarity, no one may place any Access Component anywhere within the common property or on the exterior of a strata lot without express Strata Council approval or strict satisfaction of one of the specifically listed exemptions.

- 31 In the event of any pest infestation found to exist within a strata lot, the owners and residents of that strata lot must:
 - (1) immediately notify the Strata Council of the pest infestation;
 - (2) engage a professional pest control company at their own expense to take prompt and effective steps to eliminate the infestation, control reinfestation, and prevent spread of the pest to common property or other strata lots; and
 - (3) permit the Strata Council to inspect and reinspect the strata lot to confirm that the pest infestation has been eliminated.
- 32 Nothing may be used, stored, placed, or kept within a strata lot or on common property, including limited common property, in such a manner that it creates a fire hazard, an unreasonable risk of injury or damage to property, or interferes with coverage by any insurance policy held by the Strata Corporation.
- 33 Each owner is responsible to ensure that their strata lot is at all times outfitted with a properly functioning, CSA Group approved, smoke detector with an audible alarm. Owners must test, maintain and replace smoke detectors in accordance with the manufacturer's recommendations.
- 34 The Strata Corporation may conduct periodic testing of smoke detectors. Owners who do not provide access to their strata lot when the periodic inspection and testing is scheduled may be required to reimburse the Strata Corporation for any locksmith access or reinspection costs.
- 35 An owner, tenant or occupant shall not disable, disconnect, cover or otherwise interfere with fire detection or suppression equipment or alarm systems which were part of the initial construction, or which are located within common property. Any modification or replacement of such equipment or systems must be conducted as part of an approved alteration.

36 Video Surveillance

- (1) The common property of the Strata Corporation is subject to 24 hour video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property.
- (2) Video surveillance equipment (the "Cameras") must not be positioned in such a way that they monitor or record:
 - a) activities outside of the bounds of the strata plan; or
 - b) activities in areas where owners, tenants, visitors, and employees have a reasonable expectation of privacy such as change rooms, washrooms, or within any strata lot.
- (3) Cameras may be situated as directed by Strata Council at any or all of the following locations:
 - a) all upper and lower lobbies;
 - b) all elevator cabs;
 - c) all locker entrance areas;
 - d) all garage door entrances;
 - e) all garbage rooms;
 - f) interior courtyard, one looking at the M4 water feature and one looking at the gated access from Sunset Drive;
 - g) Cascade Club/Lounge;
 - h) Billiards/Games Room;
 - i) Herons 2 southwest exit stairwell door to Sunset Drive;
 - j) Brandt's Creek security gate;
 - k) Ellis garage pedestrian stairwell gate;
 - l) Skye Tower enterphone looking toward Sunset Drive;
 - m) all mail rooms;
 - n) Skye Tower lower lobby hallways looking southeast; and
 - o) Skye Tower visitor parking looking southeast.
- (4) Notices will be posted advising the public of ongoing video recording.
- (5) The video surveillance system will operate 24 hours per day, 7 days per week, and will be used to record all activities in the common areas of the Strata Corporation for the purposes of health and safety, obtaining usable evidence of illegal acts and/or infractions of the bylaws of the Strata Corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.

- (6) The information and recordings collected may be used as evidence of serious bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.
- (7) The video surveillance recording system, as outfitted from time to time, will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the Strata Corporation.
- (8) Recorded data must be securely destroyed after 14 days unless:
 - a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely;
 - b) a request is made by a Strata Council member or Strata Corporation employee that a specific recording be preserved for consideration by the Strata Council at the next Strata Council meeting, in which case the recording may be saved for up to 90 days; or
 - c) the Strata Council or Strata Corporation employee decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must be recorded in the minutes and must state the period of time for which the recordings will be preserved.
- (9) No owners, third parties or other persons will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws or unless expressly authorized by Strata Council through a majority vote resolution at the Strata Council level.

37 **Key Fobs**

- (1) Access to the common areas of the strata plan is controlled by use of key fobs, which may include the ability to record the time and area accessed by each key fob bearer.
- (2) The data recorded by the key fob system may be used alone or in conjunction with video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.

- (3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device, all in accordance with the purposes of this bylaw.
- (4) Recorded data must be securely destroyed after 60 days unless:
 - a) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
 - b) the Strata Council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.
- (5) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

38 Disclosure of Recordings and Access Data

- (1) Video recordings and key fob access data collected or recorded pursuant to this Division may be viewed or disclosed only under the following circumstances:
 - a) review may be conducted as required in furtherance of legitimate duties to the Strata Corporation, by representatives of the Strata Corporation's management firm, security service contractor (if any), building manager, legal counsel, and current members of Strata Council. Video recordings will not be reviewed by the Strata Corporation without a triggering incident or complaint;
 - b) a copy may be made, retained, and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the Strata Council in furtherance of their legitimate duties to the Strata Corporation as determined in the sole discretion of the Strata Council;
 - c) disclosure of a copy must be made pursuant to a Court Order, Subpoena, Warrant or equivalent authorization, including any valid demand for inspection or production of relevant documents pursuant to Court Rules, or Rules of Arbitration or equivalent proceedings, in accordance with the terms of the authorizing document, Order, or Rule;
 - d) by any person making a request to review or obtain a copy of that person's own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained;
 - e) a copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this Division, and is in the best interests of the Strata Corporation or any owner or occupant;

- f) without limiting any of the foregoing, information, data, a recording, or a copy of a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law; and
 - g) without limiting any of the foregoing, a recording or a copy of information, data or a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
- (2) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained, and disclosed by other parties in accordance with their privacy policies.
 - (3) Any party requesting an appointment to review or copy any data or recording kept pursuant to this Division for any purpose other than a purpose of the Strata Corporation, is responsible to pay in advance the reasonable expenses of the Strata Corporation related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the data or recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena or similar requirement binding upon the Strata Corporation.
 - (4) A log will be kept by the Strata Corporation to record any person who accesses, reviews, or copies any data or recording kept pursuant to this Division, including the date and time of access, the full name of the person accessing the data or recording, the date and time of the data or recording, the purpose of access and whether or not a copy was obtained.

Division 5 – Access to Strata Lots and Limited Common Property

39 Permit Entry to Strata Lot

- (1) An owner, tenant, occupant, or visitor must allow a person authorized by the Strata Corporation to enter the strata lot and/or limited common property:
 - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - b) 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 *Strata Property Act*;

- c) at a reasonable time, on 7 days' written notice, to investigate a complaint of a serious and ongoing bylaw infraction or to remedy a serious and ongoing bylaw contravention; and
- d) in accordance with a schedule published with minutes of a Strata Council meeting or distributed through email for the purpose of coordinating repair and/or maintenance projects requiring access to multiple strata lots and/or areas of limited common property. Access pursuant to this section may be facilitated by a locksmith or by forcing a lock, depending upon the urgency of the circumstances.

(2) The notice referred to in subsections (1) b), c) or d) above must include the date and approximate time of entry and the reason for entry.

40 Owners are responsible to ensure that access can be obtained to their strata lot in an emergency by providing the Strata Corporation with reliable and current contact information of a person who can arrange prompt access to the strata lot.

41 Where a person must allow a person to access the strata lot and unreasonably fails to do so or obstructs such access, that person is responsible for any expenses or additional costs charged to the Strata Corporation as a result of delayed, obstructed or prevented access.

42 In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted and to which access cannot otherwise be gained, in order to prevent significant damage or ensure safety, access may be gained by a person authorized by any Strata Council member, Strata Corporation employee or building maintenance personnel, without notice. Access pursuant to this section may be facilitated by locksmith or by forcing a lock, depending upon the urgency of the circumstances. It shall be the responsibility of the Strata Corporation to resecure the strata lot and pay for any necessary repairs resulting from the forced entry, except that the owner shall be responsible for those costs if the owner has failed to provide the necessary current means for prompt emergency access required in this Division.

Part 3 – Conveyance and Occupancy

Division 1 – Purchase and Sale of a Strata Lot

43 If the Strata Council considers a Form F or Form B issued to an owner to have the potential to be misunderstood or to be misleading without additional context or updated information, the Strata Council may issue to that owner or any recipient of the Form B any updates, or supplemental information such as explanatory notes or additional

documentation as the Strata Council may consider to be necessary and appropriate to avoid misconstrual of the information provided in the form.

- 44 When undertaking to sell a strata lot, the vendor must promptly inform prospective purchasers of:
- (1) any updated or supplemental information from the Strata Council in relation to Forms provided by the Strata Corporation;
 - (2) any agreements between the Strata Corporation and any current or prior owner of the strata lot; and/or
 - (3) any orders, reports, notices and/or correspondence pertaining to unresolved arrears or claims relating to the strata lot, or the condition or use of the strata lot.
- 45 When agreeing to purchase a strata lot, or becoming an owner as defined in section 1 of the *Strata Property Act*, the purchaser must make reasonable inquiries into any obligations prior owners have accepted in relation to the property and endorse their agreement to accept outstanding or ongoing obligations.

Division 2 – Rentals

46 Short Term Rentals

- (1) It is the responsibility of each owner to ensure that any rental of their residential strata lot is compliant with the registered bylaws of the Strata Corporation, the provisions of the City of Kelowna's zoning bylaws, and all applicable laws, each as amended from time to time, and must obtain any required business license from the City of Kelowna. Any breach of applicable legal requirements shall constitute a breach of these bylaws as well.
- (2) Any owner renting their strata lot must provide the Strata Council with proof of any required business license having been obtained.
- (3) Pursuant to subsection 141(2)(b)(ii) of the *Strata Property Act*, the time period during which residential strata lots may be rented is restricted in that no rental for a term of less than one month is permitted.
- (4) The foregoing restriction of rentals shall not apply to owners who are renting on the basis of a valid statutory exemption, whether it be to a family member as defined in the *Strata Property Act* and the Regulation thereto, on the basis of hardship approved by the Strata Council, or as a first purchaser of a strata lot designated for rental for the period of time specified under the Rental Disclosure Statement.

- (5) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and obtain the signature of the tenant on a Notice of Tenant's Responsibilities. Within 2 weeks after renting all or part of their strata lot an owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant.
- (6) An Owner renting their strata lot for a period of less than one month on the basis of an exemption other than hardship must provide the Strata Council with notice that the rental is pursuant to an exemption with the signed copy of the Notice of Tenant's Responsibilities. The notice must specify the exemption claimed, and the owner must provide reasonable proof of a valid exemption within 7 days of a request by the Strata Council.
- (7) Notwithstanding any provision to the contrary in the bylaws, an owner may apply in writing for an exemption to the rental restriction on the grounds that this bylaw causes hardship to the owner. The application must be made in writing and must provide the reason the owner considers that an exemption should be made, must include proof of hardship, and must also state whether or not the owner requires a hearing. Any hearing, decision and/or exemption will be resolved in accordance with section 144 of the *Strata Property Act*.
- (8) Where the Strata Council grants an exemption to an owner to rent their strata lot on the grounds of hardship, the Strata Council can specify the length of time that the exemption is granted for.
- (9) Where an owner rents out their strata lot in violation of the bylaws, the Strata Corporation may levy against the owner a fine of up to \$500 every 7 days during the period of the lease.
- (10) Where an owner rents out their strata lot in violation of the bylaw, the Strata Council may, in addition to assessing fines, take all necessary steps to terminate the tenancy, including but not limited to seeking a declaration of the Court, or injunctive relief to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction shall be the responsibility of the contravening owner and shall be recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.
- (11) For the purposes of this bylaw the terms "rent", "lease" or "rental", or any variation thereof, shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.

- (12) Any strata lot owned by a corporation, and resided in by a shareholder or shareholders owning more than 50% of the voting shares of that corporation shall be deemed, for the purposes of this bylaw, not to be rented.

Division 3 – Occupancy

47 Age Restriction

- (1) The age of occupants is not restricted.

48 Number of Occupants

- (1) Each strata lot is to be used only as a residence for a number of people which complies with all legal requirements, and which is safe, sanitary and does not cause a disturbance pursuant to these bylaws.

Division 4 – Moving and Changes of Occupancy

49 Fees for Move In or Move Out

- (1) Pursuant to section 110 of the *Strata Property Act* and Regulation 6.9 to the *Strata Property Act*, user fees must be paid to the Strata Corporation for every complete change in occupancy or residency of a strata lot. The user fee relates to the use of the common property and mandatory use of the registration website maintained as a common asset. For moves which involve the movement of furnishings, the user fee shall be in the amount of \$200. For all other moves, the user fee shall be in the amount of \$75 where the new occupants intend to stay for more than 30 days, but no movement of furnishings or major appliances occur. No user fee shall apply where the new occupants intend to stay for 30 days or less. User fees are subject to change as set by Strata Council in a rule from time to time and duly ratified. All applicable user fees will be charged to the strata lot account.
- (2) Any change in occupancy must be registered on the Strata Corporation's community website at www.waterscapescommunity.com at least 24 hours prior to taking occupancy for the purpose of providing occupant emergency contact information and obtaining necessary forms and authorized access.
- (3) When the change in occupancy involves the movement of furnishings and/or major appliances, the user must make arrangements with the Community Director to obtain a parking pass as well as the keys to the elevator and foyer door no less than one business day 24 hours prior to the use.
- (4) In addition, such use must be subject to the following conditions:

- a) the user must make the booking on the Strata Corporation's community website at www.waterscapescommunity.com or through the Community Director at least one business day in advance of the proposed move date;
- b) the user must make arrangements with the Community Director to obtain a parking pass as well as the keys to the elevator and foyer door no less than 24 hours prior to the use and pay the key user fee at that time;
- c) the elevator service key must be used for moves to floors above the first floor;
- d) elevator doors may not be kept or propped open, except by the correct use of the elevator service key;
- e) the use of elevator pads and drop cloths are required for moves;
- f) other residents must be extended reasonably unobstructed use of common property, including the elevator during the move;
- g) the use of common property for any move is restricted to the hours of 9 a.m. to 9 p.m.;
- h) all moves shall be through the first floor lobby area, except that ground floor units may use the patio door;
- i) the user is responsible to arrange the use of adequate care as well as protective drop cloths and padding to prevent any damage to the common property;
- j) access doors to the building exterior must be supervised during use and must not be propped open and left unattended;
- k) items in transit between the building exterior and a strata lot must not impede passage into or through the common property;
- l) moving vehicles must not unreasonably impede traffic flow on the common property;
- m) boxes must not be stored anywhere on the common property or left on balconies or patios;
- n) the common property must be left clean and clear and any interior common property used for this purpose must be vacuumed after use, and on a daily basis if use is ongoing;
- o) unwanted household items are strictly prohibited from being left on the common property and/or in garbage and recycling receptacles, including but not limited to carpets, pictures, furniture, mattresses, electrical equipment and appliances, and anything prohibited by the collection services;
- p) unwanted cardboard boxes shall be flattened and placed in recycling receptacles;
- q) keys shall be returned to the Community Director or dropped in the mail slot to the Community Director's office located on the second floor of the Cascade Club/Lounge by the end of the scheduled move date; and

- r) subject to satisfactory inspection of the common property, when keys are returned, users will be refunded any key user fees paid by cash, and cheques will be destroyed, returned, or refunded.
- (5) It is the responsibility of the owner of the strata lot to pay the user fees specified herein.

Division 5 – Inform Strata Corporation of Contact Information

50 Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner or tenant, that person must inform the Strata Corporation in writing of:
- a) their full legal name;
 - b) their strata lot number or unit number;
 - c) their telephone number;
 - d) a mailing address outside the strata plan, (only if the owner or tenant wishes to receive official notices only at that address);
 - e) their email address and specific confirmation if notices should be provided by email;
 - f) alternate emergency contact information; and
 - g) in the case of a person becoming an owner as defined under the *Strata Property Act*, the person must include a copy of a Land Title Office search or such other documents which confirm that the person is an owner as defined in section 1 of the *Strata Property Act*.
- (2) Owners and tenants must promptly advise the Strata Corporation in writing of any legal change to their name, changes to previously provided contact information, and any change to the current emergency contact information.

Division 6 – Marketing Activities by Owner/Developer

51 Display Lot

- (1) During the time the owner/developer of the strata lots and Strata Corporation remains the registered owner of any strata lot, the owner/developer shall have the right to maintain and use such strata lots as display units and sales offices and carry out such sales functions as the owner/developer deems necessary to enable the sale and marketing of all strata lots in the development including, without limitation, the following:
- a) erecting and placing directional, locational and advertising signage on the individual strata lots owned by the owner/developer and on the common

- property notwithstanding any provisions of these bylaws relating to posting signs;
- b) encouraging and allowing prospective purchasers to view the strata lots owned by the owner/developer, the common property and all common facilities; and
 - c) erecting signage in the front yard, the lobby, and on the front of all display units and sales office, which signage will be removed by the owner/developer at the conclusion of all sales and marketing activities.

Part 4 – Pets and Animals

Division 1 - Pets

52 Pets

- (1) No person may have any pet or other live animal within a strata lot, on common property, limited common property, or on land that is a common asset, other than as permitted in up to 2 of the following categories:
 - a) up to 2 tanks of up to 30 gallons total capacity containing plants, fish and/or other small aquarium animals, excluding venomous animals;
 - b) up to 4 small, caged mammals, excluding rats or mice;
 - c) up to 2 caged birds of a type which does not cause unreasonable noise; and/or
 - d) up to 2 dogs, or 2 cats, or one dog and one cat.
- (2) Notwithstanding the foregoing, no vicious dogs are permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:
 - a) any dog that has killed or injured any person or another animal while running at large;
 - b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - c) any dog primarily owned or in part for the purposes of dog fighting or is trained for dog fighting; or
 - d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or Rottweiler or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominantly conforming to the standards for any of the above breeds as established by the Canadian Kennel Club or the American Kennel Club, or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

- (3) For greater clarity, the pet limits indicate the maximum number of pets of each type per strata lot and no other animals are permitted. The following categories of pets and animals are expressly prohibited:
- a) reptiles;
 - b) arachnids;
 - c) wild animals kept as pets and/or exotic animals; and
 - d) mated pairs of fertile animals.
- (4) Commercial or other purposeful breeding of animals for monetary gain is not permitted within the bounds of the strata plan.
- (5) An animal which is otherwise permitted within the bounds of the strata plan is only allowed on common property, including limited common property, under the supervision and control of a responsible person and subject to the following conditions:
- a) the responsible person must be an adult or a resident child who is capable of handling the pet and who has satisfied an adult owner or tenant (and the animal's owner, if different) that they can fully control the animal, in which case the adult in question is jointly and severally responsible for the conduct of the animal;
 - b) the animal must be controlled and must be securely harnessed, hand leashed or properly secured while being carried or transported within an appropriate container and the animal must not be left unattended;
 - c) the responsible person must ensure that the animal does not relieve itself within, or otherwise soil common property, and that any accidental soiling and/or damage caused to common property by the animal are promptly cleaned and remediated at the resident's or owner's expense. This shall include an obligation to take steps to prevent pet urine from killing grass by prompt application of diluting water, or by reimbursement of any Strata Corporation expenses relating to remediating resulting damage;
 - d) the responsible person must ensure that the animal does not create a nuisance or disturbance;
 - e) the responsible person must ensure that the animal does not enter uninvited within a strata lot or the limited common property of another owner;
 - f) the animal must not be allowed to behave aggressively or to come into physical contact with any person without a specific invited interaction initiated by that person; and
 - g) dogs must be trained and kept to the highest standards of conduct in relation to barking and interactions with any person.

- (6) For greater clarity, cats must not be let outdoors unless properly leashed or secured as described above.
- (7) Without limiting the generality of the noise restriction bylaws herein, owners must not permit their dog to bark to an extent that unreasonably interferes with the peace and enjoyment of other residents.
- (8) It is the responsibility of each strata lot owner to ensure that the pets belonging to or under the control of the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance, damage to any strata lot, common property, or personal property, injury or death to any person, or any liability whatsoever for the Strata Corporation. The strata lot owner must fully indemnify the Strata Corporation for any liability incurred as a result of the pet's presence within the bounds of the strata plan, including the Strata Corporation's legal costs on a "solicitor and own client" basis.
- (9) If the Strata Council receives a complaint about a pet posing a risk to persons or property, causing a nuisance, or unreasonably interfering with any person's right to use or enjoy portions of the strata plan, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the Strata Council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, and/or, if authorized by the bylaws in the manner set out below, order the removal of the pet from the strata lot in which case the owner, tenant or occupant must promptly and permanently remove the pet from the strata plan.
- (10) Before acting on any order to remove a permitted pet, the Strata Council must make reasonable efforts to notify the strata lot owner and tenant (if any), as well as the owner of the pet (if a different person) about the outcome of the hearing in writing, and offer the recipients of notice an opportunity to request in writing a further hearing before the Strata Council, at which hearing the Strata Council may in appropriate circumstances decide to:
 - a) continue with reasonable efforts to enforce the order;
 - b) provide an extension of time to comply with the order; or
 - c) rescind or modify the order, either with or without conditions.
- (11) Notwithstanding the foregoing, it is not the purpose of this bylaw to encourage or compel any person to disrupt the natural movement or inhabitation of outdoor portions of the strata plan by wild animals. However, no owner, tenant or occupant may feed birds or other wild animals from any part of the strata plan, or

otherwise encourage or discourage their presence, except as permitted by law and with the written permission of the Strata Council.

- (12) Pets brought or kept within the bounds of the strata plan must be kept in accordance with any applicable municipal or regional district requirements, as amended from time to time, and must not be neglected or mistreated.
- (13) This bylaw shall not apply to restrict the presence of a currently certified guide dog or service dog or a retired guide dog or service dog where a person who is a member of the team is an owner, tenant or occupant. Anyone claiming an exemption on this basis must first provide comprehensive information to Strata Council confirming the certification as well as identifying details of the guide dog or service dog.
- (14) Nothing in this bylaw shall prevent the Strata Council from granting an exemption to an applicant owner or resident for the purpose of keeping a properly trained animal which is prescribed by a physician in writing to assist an owner or resident with a disability. Such an animal and its owner must comply with the provisions of the bylaws, except to the minimum extent that the animal and owner need to be exempted to enable the animal to assist the owner or resident as directed by the physician. Before relying on this exemption, the owner or resident claiming an exemption must provide comprehensive information to Strata Council including full information regarding the disability and the physician's written confirmation as described above and receive Strata Council's written approval of the exemption.

Part 5 – Common Facilities

Division 1 - Vehicles, Roads and Parking

53 Vehicles and Roads Generally

- (1) Owners, tenants, occupants, and visitors may only drive and park vehicles within the bounds of the strata plan in compliance with the provisions of the bylaws.
- (2) No vehicle may enter, traverse or park upon any part of common property not paved or specifically designated for the purpose.
- (3) All vehicles within the bounds of the strata plan must either be properly licensed and insured for travel on public roads, or if stored in a manner permitted by the bylaws, insured for storage with at least \$2,000,000 of third-party liability coverage. Stored vehicles must be maintained in condition which does not cause damage to property, create increased fire risk or any other hazard. Proof of

insurance must be provided on request of the Strata Council. Unlicensed vehicles may only be stored in the parkade and must be covered with a vehicle dust cover.

- (4) Driving and/or parking within the bounds of the strata plan must not:
 - a) violate the laws of British Columbia with respect to public roads;
 - b) exceed 15 kilometres per hour;
 - c) impede the flow of traffic or access by emergency vehicles;
 - d) obstruct walkways, common property or municipal roads, fire lanes, gates, garages, driveways, common garbage or recycling bins, or parking assigned to other strata lots, except as specifically permitted by the bylaws or authorized by the Strata Council in writing; or
 - e) cause a hazard to persons or property.
- (5) Vehicles within the strata plan must not be permitted to leak fluids such as fuel, oil or antifreeze, or produce unreasonable exhaust smoke or pollution.
- (6) Vehicles equipped with studded tires, chains or any similar hard gripping surface may not be brought, kept, or operated within the bounds of the strata plan.
- (7) Vehicles are not permitted to be plugged in to the common area parking electrical supply without prior written approval from Strata Council. Vehicle plug-in is subject to a user fee to be set in a rule passed by the Strata Council from time to time and duly ratified. User fees must be paid annually, in advance. New assignments will be subject to paying a prorated user fee for the balance of the year. Any electrical cords, extension cords, etc. shall be placed in such a fashion that they will not create a tripping hazard.
- (8) To facilitate the cleaning of the underground parking areas, owners and residents must ensure that their parking stalls are vacant during the designated day and time appointed by Strata Council.
- (9) Vehicle operation and parking is at the sole risk of the vehicle owner and the Strata Corporation makes no representation with respect to safety of the vehicle, passengers, or contents. The Strata Corporation shall not be liable for any theft or other injury, loss or damage related to the operation or parking of a vehicle within the bounds of the strata plan.
- (10) All authorized vehicle parking and operation within the bounds of the strata plan is subject to the condition that the Strata Corporation may arrange to tow and store a vehicle located within the bounds of the strata plan, at the direction of any Strata Council member, Strata Corporation employee or the licensed strata

manager, under any of the following circumstances and subject to the stated conditions:

- a) at the expense of the vehicle owner, if the vehicle is parked outside of a designated parking area, in a parking area in which the vehicle owner is not authorized to park, or in apparent contravention of the bylaws;
- b) immediately, if the immediate removal of the vehicle is required to restore access to public roads, any strata lot or any portion of the common property including other parking stalls or areas, or to ensure safety or prevent significant loss or damage; and
- c) at the expense of the Strata Corporation if the vehicle is properly parked in accordance with the bylaws but the vehicle must be moved to ensure safety or prevent injury or significant loss or damage to property.

Where a vehicle is towed at the expense of the vehicle owner, the vehicle owner and the owner of the strata lots of which the vehicle owner is an occupant, guest, or invitee, must indemnify the Strata Corporation against all costs incurred by the Strata Corporation, including towing and vehicle storage costs, legal expenses, as between a solicitor and his own client, and any other reasonable costs.

54 **Parking Assignments**

- (1) Subject to these bylaws, an owner, tenant, or occupant of a strata lot is only entitled to the use of a parking stall located in the parking facility pursuant to a partial assignment of the parking and storage locker lease between Waterscapes Homes Ltd. as landlord and Waterscapes Homes (GP) Ltd. as tenant.
- (2) Other than parking assigned by Waterscapes Homes (GP) Ltd. and after the Strata Council has received notice in writing from the owner/developer of the strata lots that the owner/developer is no longer assigning parking stalls, any unassigned parking stalls may be designated from time to time by the Strata Council as visitor parking or rented to owners as extra parking stalls on a renewable one year term, subject to any legal restrictions.
- (3) Notwithstanding subsection (2) above, the Strata Council may designate any unused and suitable common property portion of covered parking or underground parking garage for the exclusive or non-exclusive use of one or more owners or occupants for the purpose of parking 2 or 3 wheeled vehicles, similar small vehicles, or small trailers, subject to the following criteria:
 - a) any such assignment is made on an automatically renewing monthly basis, except that the Strata Council may refuse, modify, or revoke any such designation in their sole discretion at any time;

- b) pursuant to section 110 of the *Strata Property Act* and Regulation 6.9 to the *Strata Property Act*, a monthly user fee, which 6 months of user fees must be paid to the Strata Corporation in advance for the use of the common property, is as follows:
 - (i) \$50 per month, or \$300 for 6 months, for the purpose of parking a small trailer; and
 - (ii) \$25 per month, or \$150 for 6 months, for the purpose of parking a motorbike or scooter.
- (4) Owners and residents must park only within the parking stall(s) designated as limited common property for the benefit of their strata lot.
- (5) Resident parking stalls may not be rented, leased, traded, gifted or otherwise sub-assigned to nonresidents.
- (6) Designated parking areas within common property may only be used for the parking of insured passenger vehicles, motorcycles, and trailers and/or the storage of boats on trailers and may not be used for the storage of any other items.
- (7) No mechanical repairs or servicing of motor vehicles or other mechanical equipment may be performed within the bounds of the strata plan, except in the case of emergency. Motor vehicles must be maintained in such a manner that they do not leak fluids. Any spill or leak must be cleaned up by the owner of the vehicle immediately.
- (8) **Visitors' Vehicles**
 - a) Visitors' vehicles which are not parked in an owner's assigned parking stall with permission, must be parked in a designated visitor parking area, and otherwise must park outside the bounds of the strata plan.
 - b) It is the responsibility of owners, tenants, and occupants to ensure that their visitors' vehicles parked in any visitor parking area display a clearly visible indication of the unit number being visited or such visitors' parking pass as provided by the Strata Council.
 - c) No specific vehicle may be parked in visitor parking for more than 5 days in aggregate in any given calendar week, subject only to the exceptions approved by the Community Director and/or the Strata Council. Except that, the 4 common property parking stalls near the Osprey 2 lobby entrance are restricted to day parking in that no vehicle may park there for more than a maximum of 4 cumulative hours on any given day.
 - d) Residents must not park in visitor parking stalls.

55 **Electric Vehicle Charging Stations**

- (1) Once installed and activated, one or more Electric Vehicle Charging Stations (the “EVCS”) shall be available for use by all strata lot owners, tenants, and occupants, subject to the following bylaw provisions and the rules established from time to time by the Strata Council.
- (2) The following bylaws apply specifically to anyone using the EVCS:
 - a) vehicles permitted to use the EVCS include both hybrid and pure electric vehicles;
 - b) pursuant to section 110 of the *Strata Property Act* and Regulation 6.9 to the *Strata Property Act*, a user fee must be paid to the Strata Corporation for the use of any designated EVCS on common property, in the amount of 75¢ per hour, up to a maximum of \$10. Idle fees may also be applied where an EVCS is occupied without active charging. The Strata Council is authorized to install signage to that effect;
 - c) users must adhere to all terms of use, instructions and warnings posted by or at the direction of the Strata Council;
 - d) use of the EVCS are on a first come, first served basis;
 - e) users must only park in a designated EVCS parking stall while actively charging their vehicle and must vacate the EVCS parking stall immediately when charging is complete;
 - f) vehicles must not be parked within and/or using an EVCS parking stall for longer than 12 consecutive hours;
 - g) vehicles must be parked fully within an EVCS parking stall and must not obstruct walkways, common property or municipal roads, or adjacent EVCS parking stalls or impede the flow of traffic;
 - h) users must not unplug chargers from other users’ vehicles;
 - i) after use, users of the EVCS must neatly return the charger cord to its holder and ensure the area is left in a safe and tidy condition; and
 - j) vehicles solely containing internal combustion engines are strictly prohibited from parking in an EVCS parking stall.
- (3) It is the responsibility of each user of an EVCS to ensure that it is safe to use before making any use of it, to report any injury, accident, maintenance, or safety issue immediately to a representative of the Strata Corporation and to provide a further full written summary within 24 hours if any injury to persons or damage to property was observed.
- (4) Any use of an EVCS is at the sole risk of the user, who assumes all risks, including but not limited to death, injury, damage to persons, damage to or loss of personal

property and indemnifies the Strata Corporation, its members, agents, and employees for all liability as a condition of use.

- (5) A duly authorized representative of the Strata Corporation may temporarily close or restrict use of any EVCS if it is being used in an unsafe or disruptive manner or requires maintenance.

56 **Bicycle Storage**

- (1) Bicycles may only be stored and/or parked in locations specified in the bylaws and/or rules. Bicycles may only be parked or stored in the following locations:
 - a) on common property in front of building entrances on the racks provided, except between the hours of 11:30 p.m. and 6:00 a.m.;
 - b) any bicycle prescribed by a physician to assist with any physical disability may be parked or stored in a location specifically approved in advance by Strata Council in writing;
 - c) in a bicycle or storage locker assigned for the exclusive use of their strata lot;
 - d) on the provided rack at the back of the L15 bicycle locker area. Bicycles stored in the L15 bicycle locker area must be on and locked to the bike rack; and
 - e) on a wall-mounted bike rack in their designated parking stall. Owners must obtain the prior written approval of the Strata Council before installing a wall-mounted bike rack as an alteration. Only stalls which have a wall adjacent to their stall and which can accommodate a rack without obstruction will be permitted a rack. Installation of a wall-mounted bike rack is considered to be an alteration as outlined in the bylaws and is subject to the conditions set out in the alterations bylaws.
- (2) All bicycles stored on the provided rack at the back of the L15 bicycle locker area must prominently display a bicycle sticker issued by the Strata Corporation for the current year. The Strata Council may issue such stickers on terms they consider appropriate and may restrict the number of stickers assigned to each strata lot.
- (3) In any event, despite any other provision of the bylaws, bicycles may not be permitted to obstruct access or passage within the bounds of the strata plan.

Division 2 - Storage Facilities

57 Assignment of Storage Facilities

- (1) Regular storage and bicycle storage facilities may be assigned to residents by Strata Council pursuant to section 76 of the *Strata Property Act*, and Strata Council may enact rules to govern use and assignment of such storage facilities.

58 Storage Restrictions

- (1) Containers of fuel, volatile chemicals, pressurized materials and/or accelerants may not be stored in parking areas, storage lockers, storage sheds, or anywhere within the bounds of the strata plan which is not specifically designated for that purpose, except that ordinary household items may be stored within a strata lot in a safe and lawful manner which does not otherwise breach these bylaws.

Division 3 – Amenities

59 Amenities

- (1) For the purpose of this bylaw "Amenities" shall include, as appropriate, the outdoor swimming pool (the "Swimming Pool"), Jacuzzi (the "Hot Tubs"), outdoor kitchen (the "Barbeque Area"), fitness room (the "Fitness Room"), Cascade Club/Lounge (the "Cascade Club/Lounge"), boardroom/meeting area, common deck, billiards/games room (the "Billiards/Games Room"), guest suites (the "Guest Suites"), as well as rooms containing and areas surrounding the foregoing and any other recreational area that may be designated from time to time by the Strata Council.
- (2) Any breach of the bylaws relating to the use of the Amenities may result in a person being held responsible for the cost of remedying the bylaw breach and/or being denied the use of the Amenities for a reasonable length of time pursuant to subsection 133(2) and/or section 134 of the *Strata Property Act*.
- (3) The use of the Amenities is generally restricted and subject to conditions as follows:
 - a) the Amenities are for residents and their guests only and guests must be accompanied by a resident at all times while using or within the Amenities other than while staying in a Guest Suite;
 - b) owners who allow a tenant to occupy their strata lot, and who are not themselves co-occupants or residents, may not also make use of common facilities, assets, and Amenities, specifically the Swimming Pool, Hot Tubs, Fitness Room, Billiards/Games Room, Cascade Club/Lounge and Guest

Suites, except when accompanied by a resident or tenant of a strata lot. Owners may not circumvent this bylaw by accepting a sub-assignment of rights from others, when their strata lot is rented and not available for their own use;

- c) owners, tenants, and residents are responsible for all actions and conduct of their guests and invitees, including ensuring that their guests and invitees comply with the bylaws and rules generally and this specific bylaw governing use of the Amenities;
 - d) owners and tenants will be held responsible for any damage or breakage which is caused by the owner, tenant, or other occupants of their strata lot and their guests and invitees;
 - e) pets, animals and vaping or smoking are not permitted in or adjacent to the Amenities under any circumstances, except for certified guide or service animals;
 - f) operation of entertainment systems without ear buds or headphones is strictly prohibited;
 - g) users of the Amenities are expected to do their share to keep the Amenities clean and in good order; and
 - h) the following specific activities and behaviours are prohibited within and around the Amenities:
 - (i) standing on furniture;
 - (ii) public use of profanity or offensive language;
 - (iii) any activity which disturbs users of other portions of the common property or occupants of strata lots; and
 - (iv) public salacious or lewd physical contact or activity by any person or sexual activity of any kind.
- (4) Should any of the Amenities be in use, but not for exclusive use, all other owners, tenants, and occupants will be allowed to enter and make reasonable and quiet use of the facilities without interference from any person.
- (5) Any use of the Amenities is at the sole risk of the user, who assumes all risks including, but not limited to death, injury, damage to persons, damage to or loss of personal property and indemnifies the Strata Corporation, its members, agents, and employees for all liability as a condition of use, including legal expenses on a “solicitor and own client” basis.
- (6) Without limiting the foregoing, the Strata Corporation is not liable for any accident, injury or death whatsoever resulting from the use of the Amenities by owners, tenants, co-occupants, family members, children, guests, employees, agents, contractors, or invitees.

- (7) It is the responsibility of each user of the Amenities to ensure that the Amenities are safe to use and that the user is medically fit for the use they intend to make before making any use of the Amenities.
- (8) Users must report any injury, accident, maintenance, or safety issue immediately to a representative of the Strata Corporation and to provide a further full written summary within 24 hours if any injury or damage to property was observed.
- (9) Individuals or groups using the Amenities who engage in reckless, hazardous, destructive, or potentially hazardous or destructive activities, or who continue to breach a bylaw after receiving a verbal warning from a representative of the Strata Corporation, are required to leave the Amenities immediately.
- (10) Entry into and/or use of the Amenities in a state of impairment due to drug or alcohol use is prohibited.
- (11) The Amenities hours may be modified by the Strata Council from time to time. The Strata Council may also designate "adult only" times. Use of the Amenities outside of those posted times is prohibited.
- (12) Closure of Amenities shall be determined by the Strata Council in its sole discretion and published from time to time in the minutes of Strata Council meetings. The Strata Council reserves the right to close the Amenities due to maintenance or safety issues without notice and to post signage denying access to the Amenities as determined in the sole discretion of the Strata Council. No guarantee with respect to availability of the Amenities is implied or provided.
- (13) The Strata Council may post such signage as it considers necessary to advise of the bylaws and rules applicable to the use of the Amenities, which shall not restrict the applicability of other bylaws and rules which are not posted.
- (14) Notwithstanding any bylaw which references alcohol, it is the responsibility of each individual to ensure that their handling and consumption of alcohol complies with all applicable laws.
- (15) Notwithstanding this bylaw, the Strata Council may pass additional rules governing the use of the Amenities.

(16) Fitness Room

The following bylaws apply specifically to anyone entering or using the Fitness Room:

- a) no vaping or smoking is permitted;
- b) all users must be courteous to others waiting to use the fitness equipment, take turns using the equipment, bring their own towels, and wipe down exercise equipment after use;
- c) no food or drinks are allowed, except bottles containing water only;
- d) operation of entertainment systems without ear buds or headphones is strictly prohibited. Amplified systems are not permitted;
- e) the number of users per strata lot allowed in the Fitness Room is limited to 4 at any time;
- f) an owner or resident must accompany a visitor at all times while the visitor is in the Fitness Room;
- g) the Strata Council may set the Fitness Room hours by rule, and absent any such rule, the hours shall be 6:00 a.m. to 10:00 p.m.;
- h) all personal belongings are to be removed after each use;
- i) appropriate clothing and non-marking athletic footwear must be worn at all times in the Fitness Room;
- j) no one under the age of 16 is permitted in the Fitness Room without being accompanied by an adult 19 years of age or older;
- k) use of equipment is at the user's own risk. The Strata Corporation will not be held liable for any injury, damage or loss however caused;
- l) no pets are allowed in the Fitness Room;
- m) weights and other equipment may not be dropped or otherwise used in a way which might cause damage, injury or unreasonable noise; and
- n) time on each machine is limited to 30 minutes per person while any other person is waiting.

(17) Swimming Pool/Hot Tubs

The following bylaws apply specifically to anyone entering or using the Swimming Pool and/or Hot Tubs:

- a) no lifeguard is on duty and therefore any person entering a Hot Tub, Swimming Pool or pool area must have the ability to swim independently or must be within arm's length of a person capable of providing swimming instruction or assistance or wear a permitted floatation device;
- b) it is strictly forbidden to reserve chair loungers which are not going to be used immediately;

- c) parents or guardians are exclusively responsible to accompany and supervise their children within the Swimming Pool, Hot Tubs or pool area;
- d) the number of users per strata lot allowed in the Swimming Pool/Hot Tubs is limited to 6 at any time;
- e) no one under the age of 14 years is permitted in the pool area unless accompanied by an adult 19 years or older. Children under the age of 4 years are prohibited from entering or using a Hot Tub;
- f) any child who is not toilet trained must wear a swim diaper at all times within the Swimming Pool or pool area and may not enter a Hot Tub;
- g) the Strata Corporation may enact a rule to designate up to 2 hours per day that the Swimming Pool and Hot Tubs may be used only by persons over the age of 19 years;
- h) anyone using a Hot Tub is advised that the recommended maximum stay should not exceed 15 minutes. Users with any medical conditions and parents are advised to obtain a medical opinion prior to using or permitting their child to use a Hot Tub;
- i) all individuals must take a shower before entering the Swimming Pool or Hot Tubs, with no exceptions;
- j) no drinks or food allowed in a Hot Tub or within 6 feet of the Swimming Pool. No glass or ceramic glasses and dishes are allowed within 15 feet of a Hot Tub or the Swimming Pool. There is to be no visible alcohol at any time;
- k) no vaping or smoking is permitted in the Hot Tubs or outdoor areas around the Swimming Pool;
- l) after using the Swimming Pool or Hot Tubs, users must dry off before leaving the area. Residents or visitors wearing wet bathing suits are not permitted in the Cascade Club/Lounge or Billiards/Games Room;
- m) appropriate swimwear must be worn at all times. No nude bathing is permitted;
- n) the Strata Council may set the hours of the Swimming Pool, Hot Tubs and pool area by rule, and absent any such rule, the hours shall be:
 - (i) from 6:00 a.m. to 10 p.m. daily, except until 10:30 p.m. Fridays and Saturdays;
 - (ii) reserved for adult (19+) swimming daily from 6:00 a.m. to 8:30 a.m.;
 - (iii) except for closures due to daily cleaning.
- o) the Swimming Pool and one Hot Tub may be closed for the period October 1 to May 1 of each year, or such other dates as have been set by rule;
- p) no person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall use a Hot Tub or the Swimming Pool;

- q) no inflatable items, rafts, or toys (i.e. footballs, beach balls and pool noodles) shall be allowed in a Hot Tub, Swimming Pool or pool area, except life jackets and water wings;
- r) no masks, flippers, or any underwater diving equipment may be used in the Swimming Pool or Hot Tubs, except that the use of water goggles is permitted;
- s) no chemicals, shampoo or soaps are to be used in the Swimming Pool or Hot Tubs at any time;
- t) no pets or other animals are allowed within the Hot Tubs, Swimming Pool or the pool area;
- u) an owner or resident must accompany a visitor at all times while the visitor is in the Swimming Pool or Hot Tub areas;
- v) operation of entertainment systems without ear buds or headphones is strictly prohibited;
- w) no diving, cannon balls, running, pushing or horseplay is allowed in the Swimming Pool or pool area;
- x) wading in the water fountain is prohibited;
- y) elimination of human bodily fluids or waste including, but not limited to urination, spitting, or blowing the nose within a Hot Tub, Swimming Pool or pool area is prohibited; and
- z) use of each Hot Tub, Swimming Pool and pool area must comply with any posted health or occupancy restrictions.

(18) Billiards/Games Room

The following bylaws apply specifically to anyone entering or using the Billiards/Games Room:

- a) the Strata Council may set the Billiards/Games Room hours by rule, and absent any such rule, the hours shall be 8:00 a.m. to 10:00 p.m.;
- b) use of the Billiards/Games Room is for owners and residents of Waterscapes and a maximum of 6 guests;
- c) guests of residents using the Billiards/Games Room must at all times be accompanied by an owner or resident;
- d) operation of entertainment systems without ear buds or headphones is strictly prohibited;
- e) no pets, animals or vaping or smoking are allowed in the Billiards/Games Room and there is to be no open visible alcohol at any time; and
- f) subject to availability, and on a first come, first served basis, the Billiards/Games Room can be booked in 4 hour blocks by any strata lot owner or tenant. The Strata Council may enact a rule designating days the Billiards/Games Room will remain open for common use by all residents and is not available for booking.

(19) **Cascade Club/Lounge**

The following bylaws apply specifically to anyone entering or using the Cascade Club/Lounge:

- a) the Strata Council may set the Cascade Club/Lounge regular hours and group reservation/booking hours by rule, and absent any such rule, the hours shall be 8:00 a.m. to 10:00 p.m., daily, for bookings, and 8:00 a.m. to midnight, daily, for regular hours;
- b) use of the Cascade Club/Lounge is for owners and residents of Waterscapes and their guests, up to a maximum of 50 people at any given time;
- c) reservations may be made with the Community Director on the Strata Corporation's community website booking page at www.waterscapescommunity.com;
- d) guests of residents using the Cascade Club/Lounge must at all times be accompanied by a resident or owner;
- e) subject to availability, and on a first come, first served basis, the meeting area and kitchen within the Cascade Club/Lounge can be booked for a maximum 6 hour block only, up to a maximum of 2 times a month per strata lot. A strata lot may hold only one booking at any given time. Exceptions apply to last minute bookings, when available. The Strata Council may designate days where these areas will remain open for common use by all residents and not be available for booking;
- f) owners or residents booking the Cascade Club/Lounge are responsible for cleaning after their booking is completed. A cleaning checklist will be provided and must be completed and turned into the Community Director. Any costs related to the clean up and/or repair of the Cascade Club/Lounge following an exclusive use booking will be billed directly to the resident's strata lot;
- g) properly booked exclusive use of the Cascade Club/Lounge takes priority over any other use, except that bookings for Strata Corporation business will take priority over private bookings and are subject to a one week (7 day) booking rule. Emergency Strata Council meetings may be held elsewhere if there is a private booking;
- h) should the meeting area or kitchen within the Cascade Club/Lounge not be booked for exclusive use, all other owners, tenants, and occupants will be allowed to enter and make reasonable and quiet use of the facility with up to 4 guests on a first come, first use basis, without inference from any person, except that no more than 50 people in total may occupy the Cascade Club/Lounge on that basis;
- i) alcohol is permitted in the Cascade Club/Lounge during an exclusive use booking and only with the "Exclusive Use Sign" posted at the front door of

- the Cascade Club/Lounge. Visible alcoholic beverages are not permitted outside of the Cascade Club/Lounge;
- j) no pets, animals or vaping or smoking are allowed in the Cascade Club/Lounge;
 - k) no marketing and/or sales presentations are permitted to take place in the Cascade Club/Lounge; and
 - l) exclusive use of the Cascade Club/Lounge does not include the exclusive use of the Swimming Pool, pool area, Barbeque Area or Billiards/Games Room and these areas may not be used by guests attending a private function.

(20) Guest Suites

The following bylaws apply specifically to anyone booking, entering, or using the Guest Suites:

- a) reservations must be made on the Strata Corporation's community website booking page at www.waterscapescommunity.com at least one business day in advance of the check in date and may be made no earlier than 180 days in advance. A \$75 user fee is required to book a Guest Suite, to be paid at the time of booking. The reservation will not be confirmed until payment of the user fee is received. That fee will then be applied to the first night's rental. If the reservation is cancelled within 14 days of the check in date, that user fee is non-refundable, however, if the reservation is cancelled more than 14 days in advance, the user fee will be refunded to the applicant;
- b) during May 1 through to September 30 (peak season), a user fee of \$75 per night or such other amount as set by Strata Council in a rule, from time to time, is required to book a Guest Suite. During peak season, there is a 3 night maximum stay and only 2 bookings per strata lot, per month are permitted;
- c) during October 1 through to April 30 (off season), a user fee of \$75 per night, or such other amount as set by Strata Council in a rule, from time to time, is required to book a Guest Suite. During off season, there is a 5 night maximum stay and only 2 bookings per strata lot, per month are permitted;
- d) payment must be made with a credit card via the payment gateway prior to check in. Any additional costs related to the clean up and/or repair of a Guest Suite will be billed directly to the resident's strata lot;
- e) residents can make one reservation at a time. The current reservation and stay must be realized before a second reservation can be made;
- f) all booking requests must be made by the resident. Owners who have assigned their amenity privileges to a tenant through a rental agreement

- are not entitled to book a Guest Suite. Guests are not entitled to book Guest Suites directly;
- g) the resident booking a Guest Suite is responsible for the guest check in. They must familiarize themselves with the procedures, help their guest with visitor parking, inform their guest regarding the Amenities rules, give the guest access to the Guest Suite and the key fob, and other procedural requirements and they must remain in Kelowna for the duration of their guest's stay;
 - h) no vaping or smoking of any substance is permitted in the Guest Suites; and
 - i) no pets or other animal is permitted in the Guest Suites under any circumstances, except only for certified guide or service dogs with proof of certification provided to Strata Council in advance and/or a dog prescribed by a physician for treatment of a physical or mental disability, such accommodation being first approved in writing by the Strata Council.

Part 6 – Repair, Maintenance and Alterations

Division 1 – Repair and Maintenance

60 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 and the provisions of the *Strata Property Act*, as amended from time to time.
- (2) Every owner is responsible to arrange adequate inspection and maintenance of the strata lot to identify and resolve emerging issues and ensure that damage does not result to any strata lot or to the common property from a source or cause originating within the strata lot.
- (3) If a strata lot is left vacant, unoccupied, or unattended, this obligation shall also include adequate frequency of inspection to ensure that any issue which would be identified with a regularly occupied strata lot is not missed. If specified, owners must inspect their strata lot with a frequency which satisfies all expressed requirements of their insurer and the Strata Corporation's insurer in order to maintain unimpeded insurance coverage.
- (4) Residents who plan on leaving their strata lot vacant for more than 14 consecutive days must turn off the main water valves within the unit, both hot and cold.

- (5) An owner who has the use of limited common property must repair and maintain that limited common property, including horizontal and vertical surfaces contained therein, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (6) For greater clarity and notwithstanding any other provision of the bylaws, owners are responsible for routine cleaning, safe snow clearing and routine maintenance of decks and patios, as well as routine cleaning and maintenance of the inside surface of railings and exterior doors and windows of their strata lot. Each owner of a strata lot located on the ground floor must keep limited common property assigned for the exclusive use of his or her strata lot clear of snow, ice, slush, dirt and debris.
- (7) Owners of strata lots which have associated alterations to common property, or property placed or installed within the bounds of the common property are responsible to repair, maintain, remove and/or replace such alterations or property as may be required, unless the Strata Corporation has expressly permitted the alteration as a fixture to common property and therewith expressly agreed to take responsibility for the repair and maintenance thereof.

61 Repair and Maintenance of Property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - a) common assets of the Strata Corporation;
 - b) common property that has not been designated as limited common property;
 - c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that, in the ordinary course of events, occurs less often than once a year or which arose from a cause which is not related to the use of the limited common property by the occupants of the strata lot(s) assigned its exclusive use;
 - d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior cladding and building envelope;
 - (iii) chimneys, ducts, stairs, balconies and other things attached to or passing through the exterior of a building;

- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior surface of such fixtures;
 - (v) common property located within a strata lot; and
 - (vi) fences, railings, and similar structures that enclose patios, balconies and yards, and other things attached to the exterior of a building (if any such items exist as part of a strata lot), not including routine cleaning within such areas;
- e) the following wherever they are located within the strata plan and no matter how often the repair or maintenance ordinarily occurs:
- (i) the structure of a building;
 - (ii) the exterior cladding and building envelope;
 - (iii) chimneys, ducts, stairs, balconies and other things attached to or passing through the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior surface of such fixtures;
 - (v) fences, railings, and similar structures that enclose patios, balconies and yards, and other things attached to the exterior of a building, not including routine cleaning within such areas; and
 - (vi) decks and patios.

This provision shall not bind the Strata Corporation to repair or maintain unapproved alterations, or alterations made by an owner which are the subject of an alteration agreement, in which case the alteration agreement shall govern responsibilities for repair and maintenance.

- (2) The Strata Corporation must maintain the boulevard area along Sunset Drive, including irrigation of that area, as required by the City of Kelowna, and that part of the storm water system which discharges into Brandt's Creek.
- (3) Nothing in the bylaws shall be interpreted to prevent the Strata Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.
- (4) If a strata lot is damaged for the purpose of enabling the Strata Corporation or its agents to access, inspect, repair, or maintain common property or otherwise do work which is the responsibility of the Strata Corporation pursuant to the bylaws, and the access is required from the strata lot, the Strata Corporation is responsible to remediate and restore the access point, subject to the following criteria:

- a) the restoration of that access point shall be to a standard which reasonably resembles original construction, without any obligation to restore or remediate damage to subsequent improvements which have the effect of increasing the remediation cost;
 - b) this obligation shall not apply to restoration of an access point which is related to damage which:
 - (i) is or is to be the subject of an insurance claim or determination by formal adjudication;
 - (ii) is subject to an agreement or binding order which varies from these conditions; and/or
 - (iii) was caused by a third party responsible for that damage.
- (5) The Strata Corporation may, at Strata Council's option, arrange emergency damage mitigation and restoration where damage has been sustained within a strata lot. The costs of gaining access to the strata lot, doing work, and preventing further damage, may be paid as a common expense of the Strata Corporation until such a time as the Strata Council is able to determine whether the expense will be:
- a) covered by strata insurance;
 - b) treated as a common expense of the Strata Corporation;
 - c) charged back to the owner of the damaged strata lot; or
 - d) charged back to the strata lot where the source of the damage originated.

The final determination with respect to the assignment of the expense shall be made by the Strata Council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

- (6) Notwithstanding any part of these bylaws, the Strata Corporation does not guarantee uninterrupted access, use or enjoyment of any portion of the strata plan, and is not responsible for any reasonable interruption to access, use or enjoyment.

62 **Resolving Disputes about Responsibility for Repairs or Maintenance**

- (1) If there is any ambiguity or dispute as to who is responsible to conduct specific repair or maintenance, the Strata Corporation may conduct necessary work to common property, or an owner may conduct necessary work to their strata lot

while reserving the right to dispute that allocation of responsibility, and without prejudice to any finding or determination thereof.

Division 2 – Affixing, Planting or Placing Items within Common Property

- 63 Excepting for the permitted parking of insured and registered vehicles, boats and trailers, and bicycles in designated areas and the use of designated storage lockers located in and above the parking garage as specifically authorized in the bylaws, no part of the common property may be used for storage without the written consent of the Strata Council.
- 64 Anything affixed to the exterior of a building or a strata lot, or to common property or limited common property, constitutes an alteration, subject to the alteration bylaws herein, except for signage or holiday lights placed in strict accordance with these bylaws.
- 65 Holiday lights and decorations are permitted within limited common property and/or in a strata lot such that they are displayed to the strata lot exterior, only on the following conditions:
- (1) all such items must be reasonably subdued and maintained in safe and orderly condition;
 - (2) no moving or audible components are permitted;
 - (3) any lighting elements must be turned off by 11:00 p.m. and remain off until 7:00 a.m. each day;
 - (4) such items may not be placed more than 4 weeks before the holiday to which they relate and must be removed no later than 4 weeks after the holiday to which they relate. Placement and removal of items must be performed reasonably within these parameters, weather permitting;
 - (5) such items may only be attached temporarily using cable ties or similar removable materials and may not be permanently affixed. No portion of the property may be damaged by placement or removal; and
 - (6) any such items must be removed or modified within 24 hours of a request by the Strata Council, if the Strata Council finds that they have been placed in contravention of this bylaw.
- 66 Signs, notices, flags, advertising, and similar items may not be placed or displayed from within a strata lot or the common property, including limited common property, without the prior written approval of the Strata Council, except that the following signs are permitted without such approval:

- (1) election signs displayed from within a strata lot;
- (2) standard "For Sale" and/or "Open House" signs related to an offering of a strata lot within the strata plan for sale, only if displayed in a designated area. The Strata Council has designated one or more areas for the display of such signs on common property by passing a rule and may designate other areas from time to time by passing a rule;
- (3) posted building permits, where required by local laws, for the duration of alterations which have been approved by the Strata Corporation or which do not require such approval; and
- (4) signs posted at the direction of the Strata Council.

Division 3 – Alterations

67 Where Approval is Required before Altering a Strata Lot

- (1) An owner must obtain the written approval of the Strata Council before making an alteration to a strata lot that involves any of the following:
 - a) the structure of a building;
 - b) the exterior of a building;
 - c) chimneys, ducts, stairs, balconies or other things attached to or passing through the exterior of a building;
 - d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) installation of antennas, satellite dishes, and/or supplementary heating systems or air conditioning devices;
 - g) installation of sunscreens and greenhouses;
 - h) common property located within the boundaries of a strata lot;
 - i) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Strata Property Act*;
 - j) alterations which are noted as restricted alterations pursuant to these bylaws where an approval requirement is specified;
 - k) any increase or decrease to the habitable area of a strata lot; and/or
 - l) water or other utility or service shut-off or disruption impacting other strata lots.

68 Restricted Alterations to Strata Lots

- (1) Each owner, tenant and occupant must ensure that blinds visible from the outside of the building are in keeping with the size and color of the original building

specifications, except that white roll down style blinds are permitted in both the tower and low-rise buildings, and up to 2" shutter horizontal blinds are permitted in the low-rise buildings. Reflective silver and gold metallic films, aluminum foil, paper or other makeshift materials are not to be applied or affixed to windows or used as window shades.

- (2) Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the Strata Council must be obtained prior to the installation of any other flooring material. In determining whether or not to grant approval, the Strata Council must consider the following criteria:
 - a) changes to flooring materials will be considered by the Strata Council on the basis of whether, in the reasonable opinion of the Strata Council, they will minimize the transmission of noise to other strata lots in the building;
 - b) the Strata Council shall not unreasonably refuse approval in relation to any strata lot, provided that the owner demonstrates to the satisfaction of the Strata Council, that installation of flooring meets the following specifications and conditions:
 - (i) owners replacing carpet with hardwood, vinyl, laminate, tile or other hard floor surfaces must use an underlay meeting or exceeding an Impact Insulation Class ("IIC") of 55;
 - (ii) owners and residents must exercise extra care to avoid hard uncushioned impacts and impact noise must be controlled at the source. To reduce footstep noise, soft shoes should be worn and the travelled areas of hard floor surfaces substantially covered with area rugs. Furniture, accessories and electronics on and above hard floor surfaces should be fitted with soft pads to reduce noise transmission (i.e. table legs, chairs, stereo equipment, telephones, etc.) Cupboard doors and drawers should be fitted with slow closers and soft stops;
 - (iii) owners and residents must take all reasonable steps to satisfy noise complaints from neighbors. Compliance with this bylaw does not alleviate the duty to ensure that occupants comply with the bylaws which restrict noise and/or disturbance;
 - (iv) approvals provided under this bylaw constitute an alteration and are subject to the alteration bylaws herein; and
 - (v) any contravention to this bylaw must be immediately resolved to ensure other strata lot owners are not unreasonably disturbed or inconvenienced.

- (3) Subject to the alteration bylaws herein, only properly installed and interior fastened window screens are permitted to be installed in the Skye Tower, and only properly installed and fitted window screens are permitted in all other strata lots. Properly installed sliding patio door screens are permitted.
- (4) All keyless entry locks must have a satin chrome finish.
- (5) All interior light bulbs must be white in color and be between 2700K to 5600K color temperature.

69 Where Approval is required before Altering Common Property

- (1) Unless otherwise specified in these bylaws, the written approval of the Strata Council is required before anyone may make any alteration to common property, including limited common property, or common assets.
- (2) Any alteration to common property which constitutes a significant change to the use or appearance of common property will also require the approval of the owners by $\frac{3}{4}$ vote resolution pursuant to section 71 of the *Strata Property Act*.
- (3) Nothing whatsoever shall be hung, attached, affixed, or placed on or within common property, except as specifically permitted by these bylaws or as specified in prior written permission of the Strata Council.
- (4) For greater clarity, no heater, air conditioner, appliance, light fixture, shade, awning, canopy, screen, sunscreen, antennae, satellite dish, greenhouse, hot tub, shed, locker, or enclosure, shall be hung, attached, or placed on the common property, or hung, attached, or affixed on or within limited common property. Any such placement, installation, attachment, affixation or hanging shall be deemed to be an alteration pursuant to these bylaws.
- (5) No trees, hedges, shrubs, or other plants may be planted on common property, including limited common property, except with prior written permission of the Strata Council. Plantings which interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the strata plan will not be permitted.
- (6) No one may damage, destroy, remove, or otherwise interfere with the growth or maintenance of trees, shrubs, lawns, or other plants situated on common property, including limited common property, except with the properly delegated authority of the Strata Council, or with the prior written consent of the Strata Council.

70 Approval of Alterations

- (1) An owner seeking approval of any alteration to a strata lot or to common property must provide the Strata Council with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Strata Council including sketch plans, an engineering report, or such other documentation as may be reasonably required (the "Application Package").
- (2) The Strata Council will indicate what additional materials are required. After doing so the Strata Council will only provide a written response to the Application Package once all required and requested materials have been received and reviewed. Failure to provide all required and requested materials will result in a denial of the application, although an owner may reapply with a complete Application Package.
- (3) The Strata Council may opt to send a conditional letter of approval to the owner which sets out preconditions of approval which the Strata Council deems appropriate. Upon commencement of work the owner is conclusively deemed to accept the conditions set out in the conditional letter of approval without reservation and must comply with those conditions.
- (4) The Strata Council must not unreasonably withhold its approval of alterations to any strata lot which do not include any alterations to common property.
- (5) No changes, modifications or amendments are permitted to be made to the plans, specifications or Application Package as approved without prior written consent of the Strata Council.
- (6) The owner is responsible to obtain any required municipal permits prior to commencing the work and obtaining any such required permits is a condition of the Strata Council's approval. Copies of such permits must be provided to the Strata Council within 7 days of the permits being granted.
- (7) The owner must ensure that work done complies with the current provisions of the British Columbia Building Code, municipal bylaws, WorkSafe regulations, Technical Safety BC regulations and other applicable legal requirements, as amended from time to time. Work must also conform to a professional standard, prudent industry standards and best practices. Materials and components must be installed in accordance with the manufacturer's directions.

- (8) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, must, as a condition of approval, agree to be responsible for all costs, damages and/or liabilities relating to:
- a) the approval, installation, maintenance, repair, replacement and ultimate removal of the alterations, including clean-up costs;
 - b) remedying the effects of rain and weathering, staining, and discoloration on the alterations and/or environmental damage or contamination;
 - c) insuring the alterations;
 - d) remedying any adverse effects on adjacent strata lots, common property or adjacent land parcels; and
 - e) any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Strata Corporation's legal expenses on a "solicitor and own client" basis.

Such expenses are jointly and severally the responsibility of the current owner of the strata lot involved in the alteration at the time that the alteration is done and the owner at the time that the expense or liability is incurred or paid.

- (9) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Strata Council to sign an agreement setting out additional conditions of approval and requiring the applicant to assume all responsibility for the full costs related to the alterations, including but not limited to resulting costs related to approval, installation, maintenance, repair, replacement, ultimate removal, insurance, damage and/or liability. If required by the Strata Council, the agreement may be prepared by the Strata Corporation's solicitor at the expense of the owner. The agreement will be prepared in a form which can be registered in the Land Title Office if Strata Council specifies that requirement. Whether registered or not, such agreements shall be binding upon subsequent purchasers and owners must notify subsequent purchasers of any such agreement with respect to their strata lot. The Strata Corporation must keep a copy of all such agreements indefinitely.
- (10) The Strata Council may maintain, repair, or remove alterations to common property if, in the opinion of the Strata Council:
- a) removal is necessary for necessary repairs or maintenance to common property;
 - b) the alterations are not maintained or repaired;
 - c) the alterations are irredeemably damaged;
 - d) the alterations are causing unanticipated significant liability risk, significant damage to other property or a serious nuisance;
 - e) deficiencies exist in the construction of the alteration;

- f) the alteration was not made in strict accordance with the authorization provided by the Strata Council; or
 - g) the alteration was not approved by the Strata Council in accordance with the bylaws.
- (11) Once a person becomes a new owner of a strata lot, the Strata Council may require that the new owner sign any existing agreement in relation to alterations made to the strata lot or common property by a previous owner of that strata lot. If the new owner refuses to sign the agreement, the Strata Council may require that the alteration be removed and the property restored to the condition it was in prior to the alteration, at the expense of the current owner(s) of that strata lot. Any prospective new owner may request a Form B pursuant to section 59 of the *Strata Property Act* which shall disclose the existence of any such agreements prior to purchase or acquisition of the strata lot.
- (12) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Strata Council.
- (13) The Strata Council retains the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Strata Council may include specified supervision or inspection as a requirement of approval.
- (14) The Strata Council shall provide additional scrutiny and may require additional written assurances or oversight with respect to any alterations which involve building structure, building envelope, drainage, soil stability or slope of the property.
- (15) The common property may not be used to store construction materials or debris. Any and all construction and renovation related debris or refuse may not be disposed of in common area waste or recycling bins. All construction waste must be removed from the strata plan upon completion.
- (16) The reasonable noise and disruption associated with working on approved alterations shall not be determined to be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8:00 a.m. and 6:00 p.m., Monday to Saturday. Notwithstanding this bylaw, work on approved alterations can be conducted by owners personally, inclusive between the hours of 8:00 a.m. and 6:00 p.m., Monday to Saturday, and 10:00 a.m. to 4:00 p.m. on Sundays, provided that the work does not cause noise or disruption.

- (17) Electrical work involving electrical panels, installation or removal of conduits, switches or fixtures or any common property electrical connections must be conducted only by qualified electricians.
- (18) Any plumbing connections to pipes, or installation, modification, or removal of existing fixtures and/or drains must be conducted only by qualified plumbers.
- (19) If an owner engages contractors, employees, or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that all mandatory and optional WorkSafe coverage is in place, and to avoid and/or immediately discharge any builder's lien which is placed on any other owner's title within the strata plan as a result of the work conducted with respect to the alteration.

71 Prior Alterations

- (1) If an alteration was made prior to the enactment of these bylaws with written proof that all required approval was obtained, or where no such approval was legally required at the time, then the current strata lot owner shall be permitted to retain the alteration, subject to the following conditions:
 - a) if the alterations create an unfair or undue maintenance obligation on the other owners, the Strata Council may require that the owner of the strata lot associated with the alterations enter into an alteration agreement assigning that owner the obligation to pay for repair and maintenance of those alterations and indemnifying the Strata Corporation for claims and/or expenses arising from those alterations. If the owner refuses to accept responsibility on reasonable terms, then the Strata Corporation may require reversal of the alterations as set out in subsection b) below; and
 - b) if alterations cause, contribute to or are likely to cause or contribute to undue expense to the Strata Corporation, or any unreasonable risk of damage to property, threat to safety, or liability risk, then the Strata Corporation may require that alterations be removed and the property restored to the condition prior to the alterations, on terms which are reasonable given the conditions of approval (if any) and all of the circumstances.
- (2) In circumstances where an owner or previous owner of a strata lot have made alterations to a strata lot, common property, including limited common property, without permission or approval which was required pursuant to the bylaws or general legal requirements at the time, then subject to section 71 of the *Strata Property Act*:

- a) all owners of any strata lot with alterations which would require approval under these bylaws, and which was never the subject of required permission or approval, must negotiate retroactive approval from the Strata Council which includes a provision making the owner responsible for all expenses related to repair, maintenance, replacement and/or removal/restoration of the alterations and indemnifying the Strata Corporation for any claims and/or expenses arising from the alterations. The Strata Council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners; and
 - b) nothing in these bylaws shall prevent the Strata Council from retroactively approving alterations in their sole discretion, after the alterations have been completed, subject to whatever conditions of approval are imposed by the Strata Council; and
 - c) the Strata Council shall not unreasonably refuse to approve alterations which have commonly been allowed in the bounds of the strata plan and which do not pose any undue risk of additional cost, maintenance concerns, threat to safety, or risk of liability, but the Strata Council may require reasonable conditions of approval. The Strata Council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.
- (3) Unless approved retroactively, any alteration to a strata lot or to common property that required approval pursuant to the bylaws in force at the time, and which have not received the required approval of the Strata Corporation, must be removed and the property restored to prior condition at the current owner's expense, if the Strata Council orders that the alteration be removed.
- (4) Notwithstanding any provision in these bylaws, if the Strata Corporation determines that a properly approved alteration to common property creates undue risk or expense, on approval by $\frac{3}{4}$ vote resolution of the owners at an annual or special general meeting, the Strata Corporation may provide 6 months' notice revoking that approval and requiring that alterations be reversed at the expense of the Strata Corporation, and where warranted, may authorize reasonable compensation to the owner of the strata lot which received approval for that alteration.

72 Amendment of Strata Plan

- (1) Before an owner makes any change to a strata lot's dimensions which requires any amendment to the strata plan or other documents filed in the Land Title Office, the owner must first obtain such approval from the Strata Corporation and

other parties as may be required, and before submitting any documents for registration, notify the Strata Corporation in writing and provide the Strata Corporation with a copy of the application to the Registrar of Land Titles along with copies of all documents intended to be registered or relied upon.

Division 4 – Ductless Dryers in Skye Tower

- 72.1 (1) Every strata lot in Skye Tower must have a ductless dryer that has received prior written approval by Strata Council installed on or before December 31, 2024, and no dryer may be operated in Skye Tower after this date that requires venting to the exterior of the building.
- (2) All owners and tenants of strata lots in Skye Tower who install ductless dryers in their strata lot must:
- a) notify Strata Council in writing at least 14 days before they install a ductless dryer so that the Strata Corporation can arrange for the decommissioning of the dryer ducts in their strata lot, and must cooperate with the Strata Corporation’s contractor during the decommissioning;
 - b) obtain prior written approval from Strata Council of any ductless dryer installed in their strata lot;
 - c) pay all costs related to the dryer in their strata lot, including the costs of removing and disposing of an existing dryer and of purchasing, installing, operating, maintaining and replacing a ductless dryer; and
 - d) operate the ductless dryer in their strata lot in accordance with the operating instructions provided by the manufacturer of the dryer, and provide Strata Council with a copy of these instructions on request.
- (3) This section does not apply to strata lot 184 or to any strata lots in Skye Tower in which the original dryer duct has been decommissioned and a new dryer duct has been installed on or before December 31, 2024, in accordance with those sections of the bylaws governing alterations to strata lots or common property, including sections 67 to 70.

Part 7 – Insurance and Indemnity

73 Owner Insurance and Indemnity for Damage to Common Property and Strata Lots

- (1) An owner must use reasonable efforts to obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the Strata Corporation pursuant to this bylaw. An owner must provide proof of insurance to the Strata Corporation upon request.

- (2) An owner, tenant, occupant, visitor, or other invitees must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible for any loss or damage to the property caused by occupants, tenants, visitors, and other invitees to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the Strata Corporation for any loss or damage to the property for which the owner, or their occupants, tenants, visitors, or other invitees is responsible, or any loss or damage to the property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.
- (5) An owner's obligation to indemnify and save harmless the Strata Corporation under this bylaw includes the costs of any investigation, remediation, maintenance, repair, replacement, or administration undertaken in respect of the property, but only to the extent that such cost is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the Strata Corporation is considered a cost not reimbursed from the proceeds of insurance.
- (6) Without limiting the foregoing, where the Strata Corporation takes steps or does work, on an emergency basis, to mitigate damage to a strata lot, and in doing so incurs costs which are not paid as part of an insurance claim, 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 from whose strata lot the damage occurred or originated.
- (7) Notwithstanding bylaws 73 (4), (5) and (6), the Strata Corporation must limit any insurance deductible or uninsured repair costs charged to the owner by the Strata Corporation pursuant to this bylaw to \$250,000. For greater clarity, this limit on any deductible or uninsured repair costs charged to the owner applies per occurrence and is not an aggregate limit.
- (8) In the event that a condition exists within a strata lot that presents a risk to health or property of an owner, tenant or occupant, the Strata Council may order that the strata lot be vacated, in which case no person may occupy the strata lot until the strata lot is restored to safe condition and the owner of the strata lot is responsible for any live-out costs incurred until the strata lot is restored to a safe condition.

- (9) Nothing in this bylaw shall be interpreted to prevent the Strata Corporation or any person from fully availing themselves of the proceeds available under any insurance policy.

74 Insurance Premium

- (1) Pursuant to section 111 of the *Strata Property Act*, the Strata Council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed 12 months, inclusive of full repayment of principal and interest.

75 Insurability

- (1) No person may produce, store or use any item or substance within the bounds of the strata plan which increase insurance rates of the Strata Corporation, jeopardize insurance coverage of the Strata Corporation or increase the difficulty in finding an insurer willing to insure the strata plan, encourage break and entry, discourage emergency responders from attending the property in an emergency, are specifically prohibited by law, are specifically prohibited by the Strata Corporation's insurer, or which fall into the following categories of specifically prohibited items:
- a) marijuana plants and/or marijuana products, excepting lawful storage or use of small quantities of marijuana products for approved medicinal or other lawful use by a resident which complies with these bylaws;
 - b) other controlled substances, except for substances specifically prescribed to a resident by a physician;
 - c) fireworks, firearms and/or ammunition, excepting lawful and secure storage of firearms and/or ammunition;
 - d) fuels, combustibles, explosives, corrosives, poisons, noxious substances or other substances or items which are not typically found in a residential development or are likely to create an unreasonable hazard, insurance risk, risk of damage to property, risk of injury or death, nuisance, or which are present in unreasonable form or quantity for a residential development; and
 - e) any substance or item which is unlawful, unlawfully obtained, unlawfully kept, unlawfully stored or unlawfully used.

Part 8 – Notice and Document Handling

Division 1 – Minutes of Meetings

76 Strata Council to Provide Minutes to Owners

- (1) The Strata Council must provide owners with the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- (2) Notwithstanding subsection (1) above, the minutes may be redacted or withheld from a specific owner where that owner is not entitled to receive all or a portion of the minutes as a result of a provision of the *Strata Property Act*.

Division 2 – Email and Website

77 Website, Electronic Document Access, and Email Communication

- (1) The Strata Corporation may establish and maintain a website or other equivalent document retention and distribution system (the “Website”) or authorize an agent to do so on its behalf. The Strata Corporation may opt to store its documents and records electronically and make them available for electronic access and/or distribution through the Website.
- (2) Where the Strata Corporation is requested to provide documents or records pursuant to section 36 of the *Strata Property Act*, the Strata Corporation may provide access or copies of the requested documents or records electronically by providing the Website URL and password or by emailing the requested documents or records unless the person authorized to obtain copies of documents specifically requests physical copies.
- (3) The Website is hereby declared to be a location designated by the Strata Corporation for the distribution of information as contemplated in subsection 65(a) of the *Strata Property Act* and for the purpose of distributing minutes of meetings as well as any informal reminders, newsletters, bulletins, and other documents which do not require formal notice pursuant to section 61 of the *Strata Property Act*.
- (4) The Strata Corporation may opt to email or post to the Website electronic copies of notices and other documents. Doing so shall not constitute formal written notice, except where a person has provided an email address for the express purpose of receiving notices, records, and documents pursuant to section 61 of the *Strata Property Act*.

- (5) The Website may include email and telephone contact information of owners and tenants who consent to having their contact information disclosed.
- (6) The Strata Council may use electronic means including email and/or provision of a website interface on a password protected website to receive notices, records or other documents. Owners must not use that email address or website interface unless:
 - a) the email address or website interface address is reported in the minutes of the Strata Corporation as an official address of the Strata Corporation for receiving notices, records and documents;
 - b) owners using the email address of the Strata Corporation request and receive a “read receipt” or send a copy via regular postal mail in addition to the electronically submitted version;
 - c) the notification clearly indicates the date, the unit number and name of the person providing the notification, along with the details of the request or notification; and
 - d) in the case of a bylaw or rule complaint that the notification includes details of the complaint including the dates, times, and associated unit numbers the complaint is made about and the particulars of the complaint, including which bylaw is alleged to have been contravened.
- (7) A personal or professional email address of a member of Strata Council is not an email address of the Strata Corporation for the purpose of section 63 of the *Strata Property Act*, even if the Strata Council member uses the email for strata business.
- (8) The Strata Council and management shall use best efforts to reasonably determine from the context and any expressed intention, whether an email address provided to the Strata Corporation is intended to be used by the Strata Corporation for the purpose of receiving notice pursuant to section 61 of the *Strata Property Act*. Where the intention is not clearly expressed, the Strata Corporation shall also send any notice by another method. The owner of the email address shall have liberty to request, in writing, at any time, that the email address either be used exclusively or not be used for the purpose of providing notice.

Division 3 – Privacy Guidelines

78 Privacy Guidelines

- (1) The purpose of this bylaw is to enable the Strata Corporation to comply with its statutory obligations under the *Personal Information Protection Act* with respect to “personal information” defined under that legislation.
- (2) The Strata Corporation will collect, retain, use and/or disclose personal information as required or permitted by the *Strata Property Act*, the *Personal Information Protection Act*, any other legislative provision, or these bylaws, in order to fulfil its legal obligations in the best interests of all of the owners, including, but not limited to the following purposes:
 - a) to identify and communicate with each strata lot owner and/or tenant;
 - b) to process payments and collect amounts owing to the Strata Corporation;
 - c) to respond to emergencies;
 - d) to ensure the orderly management of the Strata Corporation;
 - e) to comply with legal requirements and statutory duties; and
 - f) to enforce the bylaws and rules of the Strata Corporation and the provisions of the *Strata Property Act*, which the Strata Corporation is obliged to enforce.
- (3) Optionally, the Strata Corporation may collect, retain, use and/or disclose other personal information from the owners with the explicit or implied consent of each owner, in which case the Strata Corporation must disclose the purpose of the collection, retention, use or disclosure, and must not use or disclose the personal information for any unauthorized purpose.
- (4) If an individual provides reasonable notice to the Strata Corporation that the individual withdraws consent to the collection, retention, use or disclosure of the individual’s personal information, the Strata Corporation must inform the individual of the likely consequences to the individual, if any, of withdrawing consent, and must securely dispose of the personal information collected by consent, unless continued retention is authorized by law, or would breach an obligation of the Strata Corporation. Consent may only be withdrawn for information collected with required consent.
- (5) The Strata Corporation must make every reasonable effort to ensure the accuracy and completeness of any personal information it collects that is likely to be used by the Strata Corporation to make a decision that directly affects the individual the information is about or to be disclosed to another party.

- (6) Within 2 weeks of receiving a written request, the Strata Corporation must provide an individual with an opportunity to review their personal information as retained by the Strata Corporation, except that documents and records which contain the personal information of multiple individuals must be redacted unless the consent of the other individuals was obtained for disclosure. A requirement to redact may increase the time required as long as is reasonably required. Copies of documents and records may be obtained by any owner or tenant pursuant to section 36 of the *Strata Property Act*.
- (7) Within 30 days of receiving a written direction from the individual to correct their personal information, the Strata Corporation must correct the information in accordance with the direction if that request is reasonable and must provide the corrected information to any party to whom the information being corrected was disclosed, within one year prior to the date of the correction. Whether the Strata Corporation makes or declines to make a requested correction, the Strata Corporation must keep a record of the request, whether or not the correction was made to the record in question.
- (8) The Strata Corporation must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, or disposal.
- (9) The Strata Corporation reserves the right to refuse to disclose documents or information or to redact such information from documents which the Strata Corporation is obligated to disclose under the following circumstances:
 - a) where reasonably required to protect particularly sensitive personal information which was provided with a request to keep the information confidential, including but not limited to documents and/or information relating to:
 - (i) a physical or mental disability or a request for accommodation of same; and/or
 - (ii) personal banking or financial information or information provided in relation to a request for a hardship exemption;
 - b) documents and/or information which are subject to the Strata Corporation's claim of legal privilege; and/or
 - c) documents and/or information which are subject to mandatory confidentiality, an undertaking to maintain confidentiality or arising from participation in mediation, or similar confidential process.

- (10) The Strata Corporation must securely dispose of the personal information collected within one year after the requirement or authorization for retention lapses, except that minutes and other official records of the Strata Corporation which are kept pursuant to section 35 of the *Strata Property Act* may be retained indefinitely. Notwithstanding anything in this provision, the Strata Corporation may elect not to destroy documents which may be required to support or prove a right or obligation of the Strata Corporation, or preserve evidence related to the history, governance, or state of the Strata Corporation.
- (11) Where the Strata Corporation retains another organization, such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to the Strata Corporation's privacy policy.
- (12) Any concerns with respect to privacy issues may be directed to the Strata Council and any individual not satisfied with the Strata Corporation's privacy policy, or the implementation thereof, may contact the Office of the Information and Privacy Commissioner for British Columbia.

Part 9 –Meetings and Governance

Division 1 – Annual and Special General Meetings

79 Meetings May Be Held or Attended In-Person or By Electronic Means

- (1) By clearly specifying the intention in the notice of meeting, the Strata Council may convene any Strata Council meeting or annual or special general meeting of the Strata Corporation in-person or by electronic means. Any meeting held in-person shall allow individual attendees to attend electronically as set out in the subsections below. The notice package must include a notation as to whether the location of the meeting is a specific physical location for an in-person meeting, or a virtual connection for an electronic meeting, and must include the means of connection to a meeting held electronically.
- (2) In the event that the intended physical location for an in-person meeting becomes unavailable unexpectedly or an in-person meeting becomes impossible due to public health order or any other serious physical or legal impediment or safety risk, the Strata Council may convert an in-person meeting to a meeting held electronically by sending prompt notice to all eligible voters and attendees as soon as practicable, and by posting a notice of the electronic meeting and means of attendance at, or as close as possible to, the intended meeting location 30 minutes prior to the meeting start time.

- (3) In the event that an electronic meeting cannot properly proceed as scheduled due to serious disruption, general technical or sound difficulties or other emerging circumstance which would make proper conduct of the meeting impossible, the meeting may be deferred one week pursuant to subsection 48(3) of the *Strata Property Act* by majority vote or by declaration of the Chair that a quorum is unable to attend and meaningfully participate. Inability of any particular eligible attendee to properly connect to a meeting held electronically shall not justify such an adjournment or invalidate the business conducted at that meeting.
- (4) Any meeting held by electronic means or attended electronically must comply with section 49 of the *Strata Property Act*, and must allow each attendee to communicate with all other attendees, to the extent that they are entitled to speak at the meeting. This provision does not authorize a person who is attending as an observer to speak at a meeting unless otherwise invited or authorized to do so.
- (5) Any person entitled to attend an in-person Strata Council meeting, or an in-person annual or special general meeting of the Strata Corporation, may attend by telephone or any other electronic method which permits all persons participating in the meeting to communicate with each other during the meeting. Any person attending pursuant to this bylaw is responsible for arranging and maintaining a means of attendance which complies with this bylaw, including arranging the necessary equipment and connections. The Strata Corporation is not responsible for any failure to connect or loss of connection, whether or not a representative of the Strata Corporation facilitated electronic attendance, and no such connection problems shall affect the validity of the meeting or the business conducted.
- (6) Minor procedural adjustments may be made by the person chairing the meeting as required to give effect to this bylaw. The person chairing a meeting held electronically may selectively mute the audio of observers and anyone whose connection is disrupting the meeting by audio interference, background noise, poor quality connection or by speaking out of turn, provided that every eligible voter has a fair and reasonable opportunity to speak on every agenda item, make motions and/or raise points of order.
- (7) A person attending any portion of an annual or special general meeting electronically in compliance with the bylaws is deemed to be present in person for the entire duration of the meeting for all purposes, except to the extent that these bylaws expressly contemplate otherwise.

80 Person to Chair Meeting

- (1) Subject to the bylaws, annual and special general meetings must be chaired by the President of the Strata Council or by the Vice President of the Strata Council if the President is absent, unwilling, or unable to act.
- (2) Notwithstanding the foregoing, the owners may approve a motion by majority vote at any time during an annual or special general meeting to elect a different person to chair the meeting. The person elected to serve as chairperson must be present and willing to serve in that capacity but need not be a member or an eligible voter.
- (3) If a person who is designated or voted to chair the meeting becomes unwilling or unable to chair the meeting, or leaves the meeting without adjourning the proceeding, then the eligible voters present must elect a different chair from among those persons who are present at the meeting, by majority vote.
- (4) The Chair must fully disclose any personal interest, except for any personal interest which is common to all owners, in business to be conducted at the meeting before conducting any business at a meeting.
- (5) Any decision of the Chair may be modified or reversed by motion approved by majority vote.

81 Participation by Other than Eligible Voters

- (1) The Strata Council may invite a guest presenter to provide information at an annual or special general meeting.
- (2) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (3) 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.
- (4) 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.

82 Voting

- (1) At an annual or special general meeting, voting may be held by any means which provides a reasonably reliable count and with a view towards maintaining functional expediency for purely procedural votes, and enhanced reliability and

security for more substantive votes. The method by which a vote is taken shall be at the discretion of the Chair unless a valid method is specifically selected by majority vote of eligible voters. Without limiting the generality of the foregoing, the following voting methods are encouraged:

- a) for a meeting held electronically, if the application or system used for the electronic meeting or a supplemental system disclosed in the notice package allows for electronic polling that complies with the voting requirements of the *Strata Property Act*, that electronic polling may be used;
- b) for a meeting held electronically or in-person, a vote may be taken by calling the roll;
- c) for an in-person meeting, voting cards may be issued to each eligible voter indicating the number of votes they have, and the vote may be taken by display of voting cards; and/or
- d) for an in-person meeting, a ballot may be issued to each eligible voter for each vote they have, and the vote may be taken by secret ballot.

Where a vote is taken at an in-person meeting by means which cannot be accomplished by those attending electronically, owners attending electronically may submit their votes by prearranged proxy or by other means approved by the Chair, whether by email or text message to the Chair, by roll call, by electronic polling application, or otherwise.

- (2) At an in-person meeting, if a precise count is requested prior to the vote being taken, the Chair must determine how the vote will be counted and may appoint volunteers as vote counters and/or scrutineers from those present.
- (3) The Chair may require voters to confirm or reconfirm how they voted in case of counting error, arithmetic error, technical difficulties, or other irregularity. The Chair may direct a different method for confirmation or reconfirmation of the vote. The confirmation of the count shall not be considered a revote and voters must not change their vote or reargue the matter which is subject of the vote.
- (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, except that when announcing or reporting the result of a secret ballot, any fraction must be rounded down to the nearest whole number unless the fraction was determinative of the result of the vote.

- (5) If there is a tie vote on a majority 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 one additional deciding vote.
- (6) Despite anything in this section, if the meeting is held in-person or if the meeting is held by electronic means which allows for anonymous voting only by eligible voters, an election of Strata Council or any other vote must be held by secret ballot, but only if:
 - a) a secret ballot is requested by one or more eligible voters before or as the vote is called, and the vote requires approval by $\frac{3}{4}$ vote resolution, 80%, or unanimous vote, or the vote relates to election of one or more members to the Strata Council;
 - b) a secret ballot is ordered or allowed by the person chairing the meeting in their discretion; and/or
 - c) a secret ballot is approved by a motion approved by majority vote.

In considering whether to allow a discretionary secret ballot, the person chairing the meeting should take into account whether the matter is sensitive, controversial and/or whether there appear to be unduly intense efforts to influence or sway voters during discussion, or whether the request for a secret ballot appears instead to be an attempt to cause delay. If requested, the person chairing the meeting may pause proceedings to consult privately with an eligible voter requesting a secret ballot to determine the reason that the secret ballot is being requested.

- (7) During a secret ballot at a meeting held in-person, any eligible voter attending by electronic means must:
 - a) use an approved method, (if any is available and approved by the Chair) for voting which allows for anonymous voting only by eligible voters;
 - b) prearrange to appoint a proxy who is present in person at the meeting to cast the secret ballot on their behalf; or
 - c) waive secrecy and vote by roll call or other non-secret method specified by the Chair.
- (8) No person will be entitled to vote with respect to a strata lot at a general meeting, except on matters requiring an 80% vote or unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the *Strata Property Act*.

83 Order of Business

- (1) The order of business at annual and special general meetings is as follows:

- a) register eligible voters, confirm corporate representatives and issue voting cards;
 - b) elect a person to chair the meeting, if necessary;
 - c) disclose any contested issues with respect to validity of proxies or eligibility for voting, confirm and ratify the Chair's determinations by majority vote as necessary, and certify valid proxies;
 - d) announce attendance numbers in person and by proxy as of the start of the meeting and determine that there is a quorum to proceed;
 - e) present to the meeting proof of notice of meeting or waiver of notice;
 - f) approve the agenda;
 - g) deal with business, if any, demanded by owners pursuant to section 43, subsections 46(2) or 51(3) of the *Strata Property Act*;
 - h) approve minutes from any previous annual or special general meeting which have not yet been approved;
 - i) deal with unfinished business as determined by Strata Council and about which notice has been given in accordance with section 45 of the *Strata Property Act*;
 - j) receive reports of Strata Council with respect to activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - k) ratify any new rules made by the Strata Corporation under section 125 of the *Strata Property Act*;
 - l) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
 - m) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an annual general meeting;
 - n) deal with new business about which notice has been given under section 45 of the *Strata Property Act*;
 - o) elect a Strata Council, if the meeting is an annual general meeting; and
 - p) terminate the meeting.
- (2) The agenda for a particular meeting need not include subsections b), g), i), j), k), l), m), n), and/or o) above which do not apply to that particular meeting.
- (3) Notwithstanding the foregoing, the agenda may be modified at any stage of the meeting only to change the order of items on the agenda by majority vote resolution, except if the meeting is a special general meeting demanded by persons holding 20% of the votes pursuant to section 43, subsections 46(2) or 51(3) of the *Strata Property Act*, in which case the Strata Corporation must address the matters and resolutions demanded to be included in the agenda immediately following the approval of the agenda.

84 Quorum

- (1) Quorum to commence a general meeting is any number of persons holding a combined total of 150 votes, whether present in person, represented by proxy, or attending by electronic means if and as permitted by the bylaws.
- (2) If, at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of 10 minutes whereupon the adjourned meeting shall be reconvened at the same place and those persons attending at that time shall constitute a quorum for the purpose of convening the meeting, as long as at least 50 votes are represented either in person or by proxy, or attending by electronic means if and as permitted by the bylaws.
- (3) The foregoing subsection does not apply to a meeting demanded by the owners pursuant to section 43, subsection 51(3) or similar provision of the *Strata Property Act* and failure to obtain a quorum for a meeting demanded by owners when the meeting is first convened terminates, and does not adjourn, that meeting.
- (4) After quorum is confirmed to be in attendance when a meeting is convened, quorum for the balance of the meeting shall be the number of votes that are represented from time to time during the meeting. For greater clarity, once quorum is satisfied when the meeting is convened, quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned, and voters departing the meeting shall not prevent the Strata Corporation from conducting business. Any voters departing the meeting or votes otherwise not cast shall be treated as abstaining from voting. This subsection is subject to a determination by the Chair or by majority vote that the meeting cannot properly proceed due to disruption or serious technical difficulties as set out in subsection 79(3) above.
- (5) Where multiple owners share a vote with respect to a strata lot, only one of them shall count towards quorum on behalf of that strata lot.

85 Conduct of Meetings and Rules of Order

- (1) The Strata Corporation may adopt one or more specific Rules of Order, or a published set of Rules of Order for a specific annual or special general meeting by motion approved by majority vote resolution at that meeting, provided that the rules to be used do not contravene the *Strata Property Act* or the Regulations thereto or any other law, and that the proposed rules are fair and reasonable under the circumstances. To the extent that any set of Rules of Order adopted varies from the requirements of applicable legislation, the adopted set of Rules of

Order shall be reinterpreted or disregarded to the extent necessary to comply with the legal requirements.

- (2) The following additional Rules of Order shall apply to all annual and special general meetings of the owners unless varied by majority vote:
- a) the Chair shall have control over the order in which eligible voters, presenters, guests and/or invitees are permitted to speak, and shall have authority to take such steps as may be reasonably required in the circumstances to:
 - (i) maintain order;
 - (ii) encourage the timely completion of the meeting with sufficient time to address all items on the agenda;
 - (iii) ensure that everyone entitled to speak has a reasonable opportunity to do so for each item on the agenda; and
 - (iv) encourage fairness and a mutually respectful tone;
 - b) to ensure that voters are not discouraged from active participation, no audio or video recording of the meeting is permitted by any person;
 - c) all persons present at an annual or special general meeting must refrain from disrupting the meeting by unreasonably loud or offensive behaviour, interrupting a person who has permission to speak, except as directed by the Chair, or deliberately causing inordinate delay;
 - d) the Chair must ensure that every eligible voter and/or person holding a valid proxy who wishes to speak has a reasonable opportunity to speak concisely at least one time on each agenda item, motion or other item of business conducted;
 - e) a matter may be called directly to a vote at any point during the discussion of that matter if:
 - (i) an eligible voter calls for the vote and there is no objection by any other eligible voter;
 - (ii) the Chair calls for the vote on the basis that it appears that discussion is complete, or becoming repetitive, subject to a majority vote by those present directing that discussion continue; or
 - (iii) if a majority vote compels the calling of the vote, subject to a decision by the Chair to allow anyone who has not yet spoken on the matter, to have a brief opportunity to do so;
 - f) subject to the foregoing, the provisions of the *Strata Property Act*, and directions from the owners determined by motion approved by majority

vote, the Chair shall have authority to reasonably restrict the length of time or the number of times that those present will have to speak on a subject.

86 Reports and Financial Statements

- (1) The Financial Statements provided with the notice of the annual general meeting may be in summary form pursuant to Regulation 6.7(3) to the *Strata Property Act*.
- (2) Any report or opinion which Strata Council intends to refer to at an annual or special general meeting must be referred to in the notice package and in the minutes of the meeting and made available to owners and eligible voters for review upon request, except those privileged documents need not be provided to parties adverse in interest to the Strata Corporation with respect to proposed or commenced litigation.

Division 2 – Composition and Election of the Strata Council

87 Strata Council Size and Membership

- (1) The Strata Council must have at least 3 and not more than 7 members when elected.
- (2) A spouse of an owner of a strata lot may be elected to Strata Council with the written consent of all of the owners of that strata lot. For the purpose of this bylaw a “spouse” is as defined in the British Columbia *Family Law Act*, as amended from time to time, or successor legislation in the event that the *Family Law Act* is repealed and replaced.
- (3) An owner or spouse of an owner will not be entitled to be elected to Strata Council or continue to stand on Strata Council if the Strata Corporation is entitled to register a lien against the owner’s strata lot under section 116 of the *Strata Property Act*.
- (4) A designated representative of a corporate owner or a person in compliance with section 148 of the *Strata Property Act* shall be eligible to stand for Strata Council as if they were an owner.
- (5) Where a strata lot has multiple people who are eligible to serve on Strata Council, only one person per strata lot is permitted to be on Strata Council at any given time. If the multiple potential candidates for the strata lot cannot agree who will stand to serve on Strata Council, only the owner of that strata lot with the higher

number of votes received may serve on Strata Council for that term, if elected. A tie breaking vote shall be held if necessary.

88 Strata Council Members' Election and Term

- (1) The election of one or more Strata Council members shall be conducted as follows:
 - a) a list of nominees shall be prepared including any nominations provided in advance of the meeting, and any nominations from the floor, not including any nominees who are not eligible to serve on the Strata Council;
 - b) the finalized list of nominees shall be read out at the meeting;
 - c) each nominee shall have up to 2 minutes if desired to introduce themselves and comment on their nomination. Other owners may participate in the discussion only after all nominees have had an opportunity to speak;
 - d) if the number of nominees is equal to or less than the maximum number of Strata Council members, then unless a secret ballot is requested by an eligible voter, there shall be a majority vote held by show of voting cards to confirm whether or not the entire list of nominees shall serve as the new Strata Council;
 - e) if the number of nominees exceeds the maximum number of Strata Council members, or if the majority vote referred to above is defeated, or if a secret ballot is requested, then the vote shall be conducted by secret ballot, with each eligible voter being entitled to write on the ballot the names of nominees they wish to serve on the Strata Council up to the maximum number of Strata Council members specified in these bylaws, with no repetition of names; and
 - f) the ballots shall be tabulated and the elected Strata Council shall be comprised of those nominees whose names appear on more than half of the submitted ballots, except that:
 - (i) if the result is more Strata Council members than the maximum number indicated in these bylaws, then the maximum number of Strata Council members with the most votes shall be the Strata Council, with any tie for the final position determined by show of voting cards or run-off election; and
 - (ii) if the result is fewer Strata Council members than the minimum number indicated in these bylaws, then the ballots shall be reissued and a fresh vote by secret ballot conducted.
- (2) The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected.

- (3) A person whose term as Strata Council member is ending is eligible for re-election.
- (4) Any person eligible to serve on the Strata Council may nominate themselves.
- (5) A person who is not present during the election and has not accepted a nomination or confirmed their willingness to serve on the Strata Council may be elected provisionally, but their term on the Strata Council shall not begin until they notify the Strata Corporation in writing that they accept the nomination and are willing to serve. If they have not provided such written confirmation to the Strata Corporation within 30 days of their provisional election to the Strata Council, they are deemed to not have been elected and the remaining Strata Council may replace them as a Strata Council member.

89 Removing a Strata Council Member

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.
- (2) In order for there to be a vote on such a resolution, the notice package must contain an agenda item for removal of Strata Council members, although the Strata Council members need not be identified.
- (3) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.
- (4) A Strata Council member who becomes ineligible to serve or remain on Strata Council for any reason shall be deemed to resign immediately upon becoming ineligible to serve or remain on Strata Council.

90 Replacing Strata Council Member

- (1) If a Strata Council member refuses provisional election, resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term. Such an appointment is determined by majority vote.
- (2) Before replacing a Strata Council member for being unable or unwilling to act for a period of 2 or more months, the remaining members of the Strata Council must provide that Strata Council member with 14 days' written notice of their intention to do so.

- (3) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (4) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the *Strata Property Act*, the Regulations and the bylaws respecting the calling and holding of meetings.
- (5) The remaining active Strata Council members may appoint a replacement Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum, or the number of current Strata Council members is less than the stated minimum for a valid Strata Council.
- (6) If at any time the number of Strata Council members falls below the stated minimum for a valid Strata Council, any remaining Strata Council member(s) may call a special general meeting for the sole purpose of electing a new Strata Council. This limited right to call a special general meeting is, notwithstanding any other provision of these bylaws, and regardless of any other restriction on the authority of the Strata Council member calling the meeting.

91 **Officers**

- (1) At the first meeting of the Strata Council after it is elected, the Strata Council must appoint, from among its members, a President, a Vice President, a Secretary, a Treasurer and a Privacy Officer. The appointments shall be determined by majority vote.
- (2) A person may hold more than one office at a time, except that no person may simultaneously hold 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 resigns or is unwilling or unable to act in their assigned role for a period of 2 or more months, the Strata Council members may appoint a replacement Officer from among themselves for the remainder of the term.

Division 3 – Council Meetings

92 Calling Strata Council Meetings

- (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Strata Council meeting may be held on less than one week's notice if:
 - a) all Strata Council members consent in advance of the meeting; or
 - b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) No prior notice is required for a Strata Council meeting held immediately following the annual general meeting provided that the announcement of the Strata Council meeting is made prior to the termination of the annual general meeting.

93 Requisition of Strata Council Hearing

- (1) Pursuant to section 34.1 of the *Strata Property Act* and subject to any amendment or successor provision, by application in writing stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.
- (2) If a hearing is requested under subsection (1) above, the Strata Council must hold a meeting at which they hear the applicant within 4 weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

94 Quorum of Strata Council

- (1) A quorum of the Strata Council is:
 - a) One, if the Strata Council consists of one member;
 - b) 2, if the Strata Council consists of 2, 3 or 4 members;
 - c) 3, if the Strata Council consists of 5 or 6 members; and
 - d) 4, if the Strata Council consists of 7 members.

- (2) Unless attending or deemed to be attending by operation of another bylaw, Strata Council members must be present in person or by valid electronic means at the Strata Council meeting to be counted in establishing quorum.
- (3) Notwithstanding any other bylaw, any Strata Council member who is not in attendance for any portion of a Strata Council meeting because they have disclosed a duty or interest which materially conflicts with their duties or interests as a Strata Council member with respect to any issue to be considered at that Strata Council meeting, shall be deemed to be attending that Strata Council meeting only for the purpose of determining whether a quorum exists, and not for determining whether a decision was approved by a majority of Strata Council.

95 Conduct of Strata Council Meetings

- (1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other. If a Strata Council meeting is held by asynchronous means, such as by email, the meeting notice must specify the start and end dates and times, and any votes shall be tabulated based on votes submitted before the specified end of the meeting.
- (2) If a Strata Council meeting is held by electronic means, Strata Council members attending electronically are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers. Notwithstanding any provision in these bylaws, an owner wishing to receive notice of a Strata Council meeting and/or wishing to attend a Strata Council meeting must provide the Strata Council with written notice of that intention at least 48 hours before a meeting is called, otherwise the Strata Council is not obliged to notify that owner of meeting times and dates in advance of a meeting.
- (4) An owner attending a Strata Council meeting as an observer must not interrupt or participate in the meeting in any way, except to the extent that they are invited to speak or participate. Any owner interrupting or participating without lawful authority shall be required to leave the meeting, if such removal is approved by majority vote of Strata Council.
- (5) Despite subsection (3) above, no observers may attend those portions of Strata Council meetings that deal with any of the following:
 - a) bylaw contravention hearings under section 135 of the *Strata Property Act*;

- b) portions of any meeting or hearing at which a human rights exemption request is made and/or evidence of qualifying disability is presented or discussed;
- c) rental restriction bylaw exemption hearings under section 144 of the *Strata Property Act*;
- d) any matters which are likely to be the subject of a legal dispute, negotiation, litigation or an administrative tribunal hearing involving the observer, or any person with whom the observer is closely associated; and/or
- e) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

96 Voting at Strata Council Meetings

- (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members attending the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the President may break the tie by casting a second, deciding vote, or may call for more discussion and a second or further vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

Division 4 – Delegation of Powers and Duties of the Strata Council

97 Delegation of Strata Council's Powers and Duties

- (1) Subject to subsections (2) to (6) below, the Strata Corporation may delegate some or all of the Strata Council's authority, powers and duties to one or more Strata Council members or persons who are not members of the Strata Council and may revoke any such delegation.
- (2) The individual Strata Council members are hereby delegated sufficient authority of the Strata Council to permit decisions made between Strata Council meetings as set out in the following bylaw.
- (3) The Strata Corporation may delegate authority and/or spending powers to a licensed strata manager pursuant to the valid terms of a strata management agreement.
- (4) The Strata Council may otherwise delegate its powers by a motion, approved at a duly convened Strata Council meeting and recorded in the minutes of that meeting, which specifies:

- a) the specific person(s) or corporation which is to receive the delegation of authority;
 - b) the valid purposes for which the Strata Corporation's funds may be spent;
 - c) the specific or maximum amount to be authorized; and
 - d) other conditions on the delegated authority to spend money, if any.
- (5) No delegation of the Strata Council's authority may include delegation of its powers to determine, based on the facts of a particular case:
- a) whether to commence a Court or tribunal proceeding;
 - b) whether a person has contravened a bylaw or rule;
 - c) whether a person should be fined and the amount of the fine;
 - d) whether a person should be denied access to a recreational facility;
 - e) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the *Strata Property Act*; and
 - f) whether to conclusively determine the rights of an owner, tenant, occupant or third party in a manner which is not reversible.
- (6) The authority delegated under this section must not exceed the existing authority of the Strata Council.
- (7) The Strata Corporation may delegate authority to a licensed strata manager to expend funds from the Strata Corporation's operating fund in relation to common expenses of the Strata Corporation as long as the delegation of spending authority:
- a) is agreed to in the terms of a current and valid strata management agreement;
 - b) is specifically documented in minutes of a Strata Council meeting from the current fiscal year for a single expenditure; or
 - c) is documented in minutes of a Strata Council meeting, relates to routine, recurring expense, and provided the expenditure does not exceed amounts authorized in the budget.

98 Some Decisions of the Strata Council May be Made Between Council Meetings

- (1) Subject to the limitations on delegation of authority specified above and herein, members of the Strata Council shall have authority to make decisions between duly convened Strata Council meetings in accordance with the following provisions and restrictions:
- a) in order for a decision to be considered, the question must be presented to the Strata Council by a current member of the Strata Council or by the

strata manager with a specific statement that the matter is intended for a decision “between Strata Council meetings”. Without that statement, the discussion shall be considered discussion only, despite any record of agreement;

- b) in order for a decision to be approved under this provision, the agreement of a number of Strata Council members satisfying the quorum of Strata Council must be recorded in writing. A statement by a Strata Council member to the effect that they will “accept the decision of the group” shall suffice for that purpose;
- c) before a decision is approved under this provision, every Strata Council member (other than any who have declared a conflict of interest) must be provided a reasonable opportunity to participate in the discussion and express their position;
- d) if any 2 Strata Council members (other than any who have declared a conflict of interest) state in writing that they object to the decision being made in accordance with this section, the decision shall be adjourned to a subsequent duly convened Strata Council meeting;
- e) a decision may only be made under this section using email or similar interface to which all members of the Strata Council (other than any who have declared a conflict of interest) are invited and have access;
- f) the record of the discussion and decision must be saved or printed and included in the Strata Corporation’s records;
- g) the decision must be reported in the minutes of a Strata Council meeting held within 30 days of the decision being made, or distributed to the owners as an “interim decision” if no Strata Council meeting is held within 30 days;
- h) a decision properly made in accordance with this provision shall be conclusively deemed to be a decision of the Strata Council; and
- i) without limiting the generality of this provision, the following decisions may be made pursuant to the delegation of authority contemplated herein:
 - (i) scheduling a future meeting, hearing before Strata Council or inspection;
 - (ii) to approve a proposed general meeting notice or changes to a proposed general meeting notice;
 - (iii) the provision of a warning or a notification of a contravention of bylaw(s) or rule(s) to an owner and/or tenant requesting a response;
 - (iv) to approve expenditures in accordance with quotes received for repair or maintenance which is considered in an approved budget or $\frac{3}{4}$ vote resolution;

- (v) to approve a contract for provision of services of one year or less which includes any expense contemplated within an approved budget;
- (vi) to approve an insurance policy renewal;
- (vii) to approve filing an insurance claim;
- (viii) to have a vehicle removed from common property if it is parked in a fire lane or blocking access or egress; and
- (ix) to give directions and/or expend funds under subsection 98(3) of the *Strata Property Act* to prevent significant loss or damage or to ensure the safety and security of residents.

Division 5 – Standards and Accountability of Council Members

99 Upon being elected, each Strata Council member must specifically read sections 26 and 31 through 34 of the *Strata Property Act*, which set out the Strata Council member’s standard of care, obligation to disclose and avoid conflicts of interest, and standards of accountability.

100 Limitation on Liability of Strata Council Member

- (1) A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.
- (2) Subsection (1) above does not affect a Strata Council member’s liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts performed honestly and in good faith by members of the Strata Council are valid, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of one or more members of the Strata Council.

Part 10 – Finances

Division 1 – Strata Fees and Other Owner Contributions

101 Payment of Owner Contributions

- (1) Each owner must pay for each strata lot that they own:
 - a) strata fees on or before the first day of the month to which the strata fees relate; and

- b) special levy payments on or before the due dates specified in the resolution approving that special levy.
- (2) Whatever the nature or manner of payment, owners must ensure that payments provided are in negotiable form with sufficient funds allocated to honour the payment. If any payment is returned by an owner's financial institution due to insufficient funds, that owner must replace the payment forthwith, may be fined for failing to honour a payment, and may also be assessed any bank charges incurred by the Strata Corporation as a cost of remedying a bylaw contravention.
- (3) Strata fees must be paid in accordance with the following additional restrictions:
- a) preauthorized or other form of direct funds transfer which has been approved by the Strata Council;
 - b) post-dated cheques provided in accordance with subsection (4) below; or
 - c) such other form as Strata Council may specifically allow in extraordinary circumstances.

Unless the Strata Council directs otherwise in extraordinary circumstances, cash payments are not accepted, and receipts are not provided.

- (4) Within 3 weeks following ratification of the new budget at an annual general meeting, each owner paying strata fees by post-dated cheques must provide the Strata Council with post-dated cheques in the amount of their monthly assessed strata fees for the 12 months following the annual general meeting, not including any months for which strata fees have already been paid. The post-dated cheques must bear a notation referring to the strata lot number to which they apply. Upon request, following the sale of a strata lot, the Strata Corporation will return to the vendor any undeposited cheques which are dated subsequent to the closing date. Within 7 days of the closing date, a purchaser must provide the Strata Corporation with post-dated cheques for the balance of the months of the fiscal year for which strata fees have not been paid. Nothing in this subsection shall be construed as modifying subsection (1) above or the date that strata fees are due or payable.
- (5) If an owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum, compounded annually, or may assess a fine for contravention of this bylaw for each month's overdue or unpaid strata fees and any overdue or unpaid special levies in accordance with the process set out in the *Strata Property Act*.
- (6) Strata fees are set for the fiscal year when the budget is approved at the annual general meeting.

- (7) Because a budget applies to a specific fiscal year any change to strata fees applies to the current fiscal year. To accomplish the objectives of the budget increase or reduction, and the corresponding increase or reduction in strata fees, and ensure that any strata fee increase results in a usable change to cash flow in the fiscal year to which the budget relates:
- a) the Strata Corporation must inform owners of any change to strata fees within 2 weeks of the budget approval, pursuant to section 106 of the *Strata Property Act*;
 - b) in the case of a budget decrease, the Strata Corporation shall apply a credit to each strata lot accordingly which may be applied to any subsequent strata fee payment; and
 - c) in the case of a budget increase, all owners must provide a payment of “catch-up” strata fees for months which have passed or commenced since the fiscal year commenced, until the date the budget is approved, for any increase to strata fees which would have applied if the budget had been approved before the commencement of the fiscal year. It is due and payable on the first of the month following the date which is 2 weeks after the budget was approved and is payable by the current owner of each strata lot as of the due date. That catch-up payment shall not be considered a retroactive strata fee contribution.
- (8) Any payment received by the Strata Corporation from or on behalf of an owner shall be applied on account of the oldest unpaid charges, absent a specific prior or concurrent written indication of a different intention. The onus is on the payer to ensure that any intended allocation of a payment is expressly communicated to the Strata Corporation, absent which the application of payments in the order they were accrued shall be made irrespective of the nature of the charge, the amount of the payment, or any uncommunicated intention.

Division 2 – Spending Restrictions

102 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 or a provision of the *Strata Property Act*.
- (2) Pursuant to subsection 98(2)(a) of the *Strata Property Act*, the Strata Council may make an unbudgeted or unapproved expenditure from the operating fund without requiring approval of the owners if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, total less than \$10,000 or an amount equal to 5% of the current budget,

whichever is higher. Any expenditure authorized by the Strata Council pursuant to this subsection of the bylaws must be approved by majority vote of the Strata Council at a duly convened Strata Council meeting and authority to authorize or approve such expenditure may not be delegated.

- (3) Pursuant to subsection 82(3)(a) of the *Strata Property Act*, the Strata Corporation may acquire personal property with approval of the Strata Council but without otherwise required $\frac{3}{4}$ vote approval of the ownership as long as each item of personal property has a market value of:
 - a) \$5,000 or less and the amount to be expended has been budgeted for or properly approved pursuant to section 98 of the *Strata Property Act*; or
 - b) any amount, provided that the item of personal property is a replacement, and the amount to be expended to acquire it has been received from an insurer or a party who agreed to replace an existing item of the Strata Corporation's personal property.
- (4) Despite any provision of these bylaws, a Strata Council member may spend the Strata Corporation's money to repair, replace or suspend access and operation of common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Part 11 – Enforcement, Exemptions and Dispute Resolution

Division 1 – Enforcement of Bylaws and Rules

103 Complaints and Enforcement

- (1) The Strata Council shall not be obliged to investigate or enforce any bylaw or rule at the request of any person, unless that person delivers a complaint to the Strata Corporation in a manner contemplated by this bylaw.
- (2) A complaint may only be delivered to the Strata Corporation by one of the methods contemplated in section 63 of the *Strata Property Act*, as amended from time to time.
- (3) Nothing in this bylaw shall either require that any member of the Strata Council submit a complaint on their own initiative or prevent any member of the Strata Council from doing so, in compliance with this bylaw.
- (4) Nothing in this bylaw shall be interpreted to modify the Strata Council's authority to determine in their discretion that a bylaw or rule complaint should or should not result in formal enforcement steps.

104 Fines

- (1) Unless otherwise provided for in the bylaws, the Strata Corporation may fine an owner or tenant a maximum of:
 - a) \$200 for each contravention of a bylaw, except where a different fine amount is set out herein;
 - b) \$500 for contravention of a rental bylaw pursuant to Regulation 7.1(2) to the *Strata Property Act*;
 - c) \$1,000 for contravention of a bylaw restricting or prohibiting use of a strata lot for short term or vacation occupancy for remuneration; and
 - d) \$50 for each contravention of a rule.
- (2) In compliance with sections 132 and 135 of the *Strata Property Act* and 7.1 of the Regulations, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed as often as every 7 days that the contravention continues, except for contravention of a bylaw restricting or prohibiting use of a strata lot for short term or vacation occupancy for remuneration, in which case the fine may be assessed daily.

105 Indemnification of Fees Related to Collection of Arrears of Strata Fees and Special Levies

- (1) An owner in arrears of strata fees, and/or any special levies, including fines and interest on arrears must reimburse the Strata Corporation on demand and in full for the reasonable costs of collecting those arrears, including legal costs on a "solicitor and own client" basis, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

106 Enforcement of Bylaws and Rules

- (1) Pursuant to section 133 of the *Strata Property Act*, all reasonable costs of investigating and/or remedying a bylaw or rule contravention must be paid to the Strata Corporation by the owner of the strata lot associated with the contravention and/or other person responsible to pay fines associated with the contravention. Payment of such costs shall be on a full indemnity basis and must be paid within 30 days of notice from the Strata Council that there has been a finding that the bylaws and/or rules have been contravened and specifying the costs incurred with respect to remedying the contravention. The costs of remedying a bylaw or rule contravention shall be deemed to include any reasonable legal expenses incurred by the Strata Corporation in enforcing the

bylaws and/or rules, recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.

Division 2 – The British Columbia *Human Rights Code*

107 Duty to Accommodate

- (1) The Strata Council shall have authority and discretion to interpret or apply the Strata Corporation's rules and bylaws as necessary to avoid contravention of the British Columbia *Human Rights Code*, as required pursuant to section 121 of the *Strata Property Act*.

108 Accommodation of Physical or Mental Disability

- (1) Notwithstanding any bylaw or rule of the Strata Corporation to the contrary, the Strata Council may provide such exemptions to any bylaw or rule of the Strata Corporation to the minimum extent necessary to accommodate a physical or mental disability as defined in the British Columbia *Human Rights Code*, subject to the following restrictions:
 - a) the exemption requires an application of an owner, tenant or occupant (the "Applicant") in which the Applicant has the onus to provide satisfactory proof of a physical or mental disability in the form of a medical report, letter or detailed prescription from a physician qualified, registered and licensed to practice medicine in the Province of British Columbia, providing a specific medical opinion that results in a conclusion by the Strata Council that specific application of a particular bylaw or rule of the Strata Corporation is inconsistent with the treatment, management or otherwise has a discriminatory effect with respect to a diagnosed mental or physical disability of the Applicant;
 - b) upon request, the Applicant must provide further, or additional documentation reasonably requested by the Strata Council, including but not limited to reasonable medical records or a letter from a physician which confirms the existence of the physical or mental disability claimed and addresses why other treatment options which avoid the need for specific accommodation are not suitable;
 - c) the application and such information and/or documentation which is provided to the Strata Council pursuant to this bylaw must be kept confidential by the Strata Council, except as between the Strata Council, strata management agent, the Strata Corporation's lawyer, or as required to defend the decision of the Strata Council in Court, Arbitration, or other dispute resolution process;

- d) if the Strata Council declines an application for whatever reason, the Applicant may reapply with additional documentation and/or expanded submissions;
- e) the exemption pursuant to section 121 of the *Strata Property Act*, may be on such conditions as the Strata Council feels is appropriate to accommodate the physical or mental disability while respecting to the extent possible, the language and intent of the bylaws and rules, including restricting the time for which the exemption exists to the period during which the mental or physical disability persists, requiring that the exemption specifically end upon the Applicant vacating the strata lot, requiring that the Applicant participate in reasonable accommodation by taking such steps at their own expense as may be necessary to mitigate the effect of the bylaw or rule exemption on other owners, tenants and occupants, or such other conditions as are agreed upon between the Applicant and the Strata Council, or are reasonably imposed by the Strata Council;
- f) any conditions or restrictions may be revised or amended from time to time by the Strata Council on reasonable notice to the Applicant;
- g) if, in the opinion of the Strata Council, an application under this bylaw should not be granted because granting the application under all of the circumstances would contravene a preeminent legal duty or obligation or would otherwise be unlawful, create undue hardship, or constitute prohibited discrimination against another person, or because the Strata Council is of the view that alternatives are reasonably available which would not require an exemption from a bylaw or rule, then the Strata Council must decline to grant an exemption under this bylaw;
- h) in the course of any application or reapplication, the Applicant may request a hearing before the Strata Council pursuant to section 34.1 of the *Strata Property Act*; and
- i) no application under this bylaw may be made to exempt an owner, tenant, or occupant from any obligation to pay their share of common expenses, to pay any amounts required under the bylaws or the *Strata Property Act*, or to comply with their obligations to avoid disturbing or interfering with the property rights of other owners, tenants or occupants. Further, no such application for an exemption will be granted if granting the exemption would breach any preeminent obligation of the Strata Corporation.

Division 3 – Disputes Generally

109 Nothing in these bylaws shall be interpreted as preventing informal resolution of disputes by consent, where appropriate.

Division 4 – Small Claims Court

110 Small Claims Court

- (1) Pursuant to section 171 of the *Strata Property Act*, the Strata Council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Strata Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Strata Council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 5 – Voluntary Dispute Resolution

111 Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them, may be referred to a dispute resolution committee by a party to the dispute if:
 - a) all the parties to the dispute consent; and
 - b) the dispute involves the *Strata Property Act*, the Regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Part 12 – Severability and Interpretation

112 Severability

- (1) Should any portion of these bylaws be deemed unenforceable by any Court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each section, subsection, or clause hereof shall be deemed a separate provision and severable and the balance of the provisions contained herein shall remain in full force and effect.

113 Interpretation

- (1) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.
- (2) Any terms used in these bylaws shall be interpreted:
 - a) first by reference to any applicable definitions and/or provisions contained in the *Strata Property Act* and Regulations to the *Strata Property Act*, as amended or replaced from time to time;
 - b) then by reference to other applicable legislation, including but not limited to the *Personal Information Protection Act*, *British Columbia Human Rights Code*, and the *Interpretation Act*;
 - c) then by reference to any definitions stated or implied in these bylaws; and
 - d) finally, by plain language interpretation.

114 For the purposes of all bylaws, the following terms shall be interpreted as follows:

- (1) the terms “owner” and “tenant” and their plural forms have the meaning stated in section 1 of the *Strata Property Act*;
- (2) the term “occupant”, and its plural form have the meaning stated in section 1 of the *Strata Property Act*, and shall include reference to:
 - a) any resident from time to time, regardless of the length of time for which the residency lasts, and regardless of whether the right to occupy the strata lot is based in ownership, tenancy, invitation, license, or any other basis;
 - b) any natural or corporate person using or having tenancy or any other current right to use a strata lot, whether as a commercial space, domicile or otherwise; and/or
 - c) any person who from time to time occupies the strata lot in a similar fashion to the foregoing.

- (3) the term “visitor” and its plural form refer to:
- a) any person who is not an owner, tenant or occupant coming within the bounds of the strata plan on the authority, direction or invitation of an owner, tenant, occupant, or other visitor, or for the purpose of visiting an owner, tenant, occupant or strata lot, whether with or without authority to do so;
 - b) without limiting the foregoing, “visitor” shall include any guest, agent, employee, invitee, or other person who enters the bounds of the strata plan for the purpose of visiting or having any dealings with a strata lot or an owner, tenant, occupant or other visitor; and/or
 - c) any person who would currently be or previously have been a visitor under subsection a) above, but whose authority to come within the bounds of the strata plan was imperfect or had expired or been revoked.
- (4) the term “common property” shall have the meaning stated in section 1 of the *Strata Property Act*, and for clarity shall include limited common property designated for the exclusive use of one or more owners, except where a provision specifically excludes limited common property when referring to common property.