

1. Contact

**Cook Roberts LLP  
700 - 1175 Douglas Street  
Victoria BC V8W 2E1  
250-385-1411**

File No. 116840/JVC/dh

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-Y Owners Developers' Notice of Different Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**030-378-974**

**LOT A SECTION 18 VICTORIA CITY PLAN EPP69462**

**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.

**John Tac van  
Cuylenborg  
2N5JTU**

**Digitally signed by  
John Tac van Cuylenborg  
2N5JTU  
Date: 2021-10-12  
13:51:02 -07:00**

***Strata Property Act***

**FORM Y**

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**

*(Section 245(d); Regulations section 14.6(2))*

Re: Strata Plan EPS7887, being a strata plan of property legally described as follows:

**PID: 003-378-974**

**LOT A, SECTION 18, VICTORIA CITY, PLAN EPP69462**

The attached Bylaws replace the Standard Bylaws to the *Strata Property Act* as permitted by section 120 of the Act.

Date: October 20, 2021.

  
\_\_\_\_\_  
Authorized Signatory of Owner Developer  
Victoria Customs House Development Inc.

## BYLAWS



# CUSTOMS HOUSE

The following bylaws replace the Standard Bylaws of the Strata *Property Act* (British Columbia) (the "Act"), as permitted pursuant to section 120 of the Act.

### **Definitions and Interpretation**

1. (1) The following definitions apply to these bylaws:
  - (a) **"Commercial Strata Lots"** means strata lots 1 - 9;
  - (b) **"Commercial Section LCP"** means
    - (i) that property which is designated on the strata plan as limited common property for the exclusive use of two or more Commercial Strata Lots; and
    - (ii) all utilities, services and related infrastructure that is dedicated exclusively to servicing the Commercial Strata Lots;
  - (c) **"Residential Strata Lots"** means strata lots 10 - 66;
  - (d) **"Residential Section LCP"** means
    - (i) that property which is designated on the strata plan as limited common property for the exclusive use of two or more Residential Strata Lots; and
    - (ii) all utilities, services and related infrastructure that is dedicated exclusively to servicing the Residential Strata Lots;
  - (e) **"Unit LCP"** means that property which is designated on the strata plan as limited common property for the exclusive use of only one identified Residential Strata Lot;

## **DIVISION 1 – Separate Sections and Separate Residential Types**

### **Residential Section**

2. A section, the Residential Section, is hereby created within the strata corporation to represent the different interests of the owners of all Residential Strata Lots, and the Residential Section is legally identified as Section 1 of The Owners, Strata Plan EPS7887.

### **Commercial Section**

3. A section, the Commercial Section, is hereby created within the strata corporation to represent the different interests of the owners of all Commercial Strata Lots, and the Commercial Section is legally identified as Section 2 of The Owners, Strata Plan EPS7887.

### **Residential Types**

4. Within the Residential Section there are three (3) types of strata lots, as follows:
  - (a) the heritage type, being those residential strata lots located in the heritage building historically known as the Post Office and Custom House Extensions and located at 811-813 Wharf Street, being the following strata lots:
    - Strata Lots 17, 18, 19, 20, 21 and 22;
    - Strata Lots 33, 31, 32, 33, 34, and 35;
    - Strata Lots 44, 45, 46, 47, 48, and 49;
    - Strata Lots 58, 59 and 60;(the "**Heritage Type**");
  - (b) the new type, being those residential strata lots located in the new building constructed, being the following strata lots:
    - Strata Lots 10, 11, 12, 13, 14, 15 and 16;
    - Strata Lots 23, 24, 25, 26, 27, 28 and 29;
    - Strata Lots 38, 39, 40, 41, 42 and 43;
    - Strata Lots 52, 53, 54, 55, 56 and 57;
    - Strata Lots 61, 62, 63, 64, 65 and 66;(the "**New Type**"); and
  - (c) the Seventh Floor units, being those residential strata lots whose primary living space is located on the 7<sup>th</sup> floor of the new building, being Strata Lots 65 and 66 (the "**Penthouse Type**").

### **Payment and collection of strata fees and Section fees**

5.
  - (1) Each of the Commercial Section and the Residential Section shall establish its own operating funds and contingency reserve fund for common expenses of the Residential Section LCP or the Commercial Section LCP, as the case may be.
  - (2) The executive of each Section will prepare an annual budget of Section expenses which is to be presented for approval at the annual general meeting

along with the annual budget prepared by the strata corporation. The strata fees payable by each owner will include the fees owing to the strata corporation and the fees owing to the owner's separate Section.

- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable
  - (a) to the strata corporation operating fund,
  - (b) to the strata corporation contingency reserve fund,
  - (c) the operating fund of the applicable Section, and
  - (d) to the contingency reserve fund of the applicable Section.

#### **Repair and maintenance of property by separate Sections**

6.
  - (1) The Residential Section must repair and maintain the Residential Section LCP, but the duty to repair and maintain does not include repair and maintenance of any Residential Section LCP which is the responsibility of the strata corporation under bylaw 18.
  - (2) For greater certainty:
    - (a) the Residential Section LCP for which the Residential Section is required to repair and maintain includes, but is not limited to, that part of the parkade designated as limited common property for the exclusive use of the Residential Strata lots, the elevators, the bicycle storage rooms, the storage rooms, the garbage room designated as limited common property for the exclusive use of the Residential Section, the hallways and the stair wells; and
    - (b) the Commercial Section LCP for which the Commercial Section is required to repair and maintain includes, but is not limited to, the garbage room designated as limited common property for the exclusive use of the Commercial Section.
  - (3) For greater certainty the Commercial Section bears no responsibility for the repair and maintenance of the Residential Section LCP and vice versa.
  - (4) The Residential Section must repair and maintain the Unit LCP of the Residential Strata lots, but the duty to repair and maintain is restricted to:
    - (a) repair and maintenance that in the ordinary course of events occurs less often than once per year, subject to bylaw 18;
    - (b) the following, no matter how often the repair or maintenance ordinarily occurs:

- (i) chimneys, stairs, decks, patios and other things attached to the exterior of the building;
  - (ii) doors, windows and skylights on the exterior of the building or that front on the hallways;
  - (iii) railings and similar structures that enclose decks.
- (5) Despite bylaws 6(2) and (4), each Residential Strata Lot owner is responsible for the day-to-day cleaning and upkeep of such owner's Unit LCP and must at all times use and maintain such Unit LCP In accordance with these bylaws.
- (6) The Residential Section must repair and maintain a Residential Strata Lot, but the duty to repair and maintain is restricted to:
  - (a) chimneys, stairs, decks, patios and other things attached to the exterior of the building;
  - (b) doors, windows and skylights on the exterior of the building or that front on the hallways;
  - (c) railings and similar structures that enclose decks.
- (7) The Commercial Section must repair and maintain a Commercial Strata Lot, but the duty to repair and maintain is restricted to:
  - (a) awnings and steel rails or similar systems used for signage and other things attached to the exterior of the building;
  - (b) doors and windows on the exterior of the building.
- (8) All owners, regardless of which Section their strata is part of, are responsible to contribute in accordance with the Act to the expenses of the strata corporation for its repair and maintenance obligations set out at bylaw 18.

## **DIVISION 2 – Duties of Owners, Tenants, Occupants and Visitors**

### **Payment of strata fees**

- 7.
  - (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
  - (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the date the strata fees arrears including all interest is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.

- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

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

8. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Section or the strata corporation under these bylaws.
- (2) An owner must repair and maintain such owners' Unit LCP, except for repair and maintenance that is the responsibility of the section or the strata corporation, as the case may be, under these bylaws.
- (3) Each owner is responsible for the repair and maintenance of in-unit hot-water tanks, electrical baseboards, and kitchen appliances, subject always to bylaw 12(1)(h).

#### **Use of property**

9. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance, disturbance or hazard to another person (provided that the owner of the Commercial Strata Lots will be permitted to operate a restaurant in accordance with the requirements of the City of Victoria);
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor may keep in a strata lot only one or more of the following:
  - (a) dogs or cats, provided that the total number of dogs and cats does not exceed two, and provided that no dog has a height of greater than 75 centimeters measured from the point of the shoulder to the floor when the dog is standing on a level surface with its front feet directly under it and its hind feet in the accepted show stack position for its breed;
  - (b) one aquarium; and

- (c) up to two caged birds.
- (4) An owner, tenant or occupant of a strata lot who keeps domestic animals in his or her strata lot, either permanently or temporarily, must register the pet(s) with the strata council by providing a written notice, including the name, breed and colour of the pet(s), the strata lot number of the owner of the pet(s) and any requisite license number of the pets.
- (5) Domestic animals must be leashed or restrained and under the control of a responsible adult when on common property or limited common property.
- (6) An owner, tenant, occupant or visitor must:
  - (a) make reasonable efforts to ensure that his or her pet does not urinate or defecate on the common property or on any limited common property, and;
  - (b) immediately remove all of his or her pet's waste from the common property or the limited common property.
- (7) If, in the reasonable judgment of the strata council or Section executive, any special cleaning or floor covering replacement is required as a result of a pet urinating or defecating, the owner of the strata lot in which the pet has been housed must pay all costs of such special cleaning or floor covering replacement.
- (8) An owner or tenant, as the case may be, bears the ultimate responsibility to ensure that his or her occupants and visitors who bring a pet onto the common property or limited common property comply with the bylaws.
- (9) The strata corporation may:
  - (a) make rules in relation to the terms and conditions under which any pet may be permitted on the common property, and the types of pets permitted to be on the common property and, for this purpose, make different rules and procedures imposing different terms and conditions for different types of pets; and
  - (b) require removal by an owner, tenant or occupant of any pet kept by the owner, tenant or occupant in a strata lot if such pet is found by the strata council to constitute a nuisance or may be dangerous or cause damage to any owner, tenant or occupant of a strata lot or to any property of an owner or to the property which is the responsibility of the strata corporation to repair and maintain.
- (10) An owner of a Residential Strata Lot must not:
  - (a) use any part of the common property or the limited common property for storage except as contemplated under bylaw 10 and bylaw 48, without the written consent of the council;

- (b) use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery, equipment, without the written consent of the council;
- (c) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place, any coverings or alterations, storage sheds, or any other structures on or to any deck, patio, balcony, porch or entry-way, including a roof deck, except with the prior written approval of the council;
- (d) use or install in or about the strata lot or Unit LCP any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council or permitted by easement;
- (e) place any items on any deck, patio or the balcony except:
  - barbeques;
  - free-standing, self-contained planter boxes smaller than 4'x4'x4', unless the owner has provided the strata council with a letter from a structural engineer confirming the planter box in question can be supported by the building in the proposed location of the planter box;
  - planter boxes that are property and securely fastened to the inside of railings are smaller than 4'x4'x4';
  - summer furniture and summer furniture accessories;unless otherwise approved by the strata council, acting reasonably;

PROVIDED that the owners of units 501, 506, 507, 508, 509, 601, 604, 701, and 702 shall be permitted to have on their deck, patio or balcony a fire pit supplied by natural gas;

AND PROVIDED further the owners of units 506, 507, 701 and 702 shall be permitted to have on their exterior roof-deck (which is LCP) a hot tub provided the location of the hot tub is where the developer intended a hot tub to be located, or in such other location which has been approved by a structural engineer in a written approval letter addressed to the strata council prior to installation of the hot tub;

AND PROVIDED further the owners of units 508, 509, 601, and 604 shall be permitted to install a hot tub on their exterior roof-deck (which is LCP) provided the location of the hot tub is approved by a structural engineer in a written approval letter addressed to the strata council prior to installation of the hot tub, and subject to altering any balcony glass guardrails as might be needed for safety at the owner's sole expense;
- (f) have or install a water bed within a strata lot;
- (g) do anything which will interfere with the quiet enjoyment of another owner, tenant or occupant of their strata lot;
- (h) refuse or neglect to take reasonable steps to satisfy noise complaints from neighbours from appliance use and hardwood floors including, on the request of the council or Section executive, the reasonable steps of using area rugs or not walking on flooring with hard shoes;

- (i) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property, the Residential Section LCP or any Unit LCP such that it causes a disturbance or interferes with the quiet enjoyment of any other owner, tenant or occupant;
- (j) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and while in operation, such cooking device shall be located at least 50cm from the building exterior;
- (k) shake any mops or dusters of any kind, nor throw any refuse or smoking materials (cigarette butts or similar), out of the windows or doors or from the balcony or deck of a strata lot;
- (l) do anything that will increase the risk of fire or the rate of insurance coverage that is the responsibility of the strata corporation;
- (m) allow a strata lot or unit LCP to become unsanitary or a source of odour;
- (n) feed or otherwise encourage the presence of pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or limited common property;
- (o) for window coverings visible from the exterior of the building, alter, supplement or remove the window coverings originally installed in a strata lot except to replace them with substantially similar window coverings in the same colour and style as the original; this restriction does not apply to supplementary window coverings not visible from the exterior of the building installed interior to the originally installed window coverings;
- (p) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (q) erect on or fasten to the strata lot, the common property, or the limited common property any television or radio antenna, dish or similar structure or appurtenance;
- (r) paint or otherwise cover any exterior doors to a strata lot without the written approval of council;
- (s) change the type of floor surface within a Residential Strata Lot from that originally installed without the written approval of the council;
- (t) subject to bylaw 45, place any signs, billboards, notices, placards or advertising matter of any kind, including "For Sale" or "For Lease" signs, on, or visible from, the exterior of a Residential Strata Lot, without the written approval of the council or Section executive or otherwise in accordance with any rules of the strata corporation;

- (u) access or use the areas designated on the strata plan as the mechanical or electrical rooms or any other are dealing with the building systems or utilities, except with approval of the council unless permitted by easement;
  - (v) give any keys, combinations, security cards or other means of access to the building or the parkade to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (11) No items of any kind may be attached or affixed to the walls, ceilings and floors of any Unit LCP or to the building envelope by means of a screw, nail, or other means that will puncture the building envelope unless the strata lot owner has provided the council with an engineer's report confirming that the alteration will not compromise the building envelope or the integrity of the building structure.
  - (12) No deck enclosures are permitted.
  - (13) Unit LCP must not be converted by an owner to habitable space.

#### **Storage Lockers**

- 10. (1) Each owner must keep such owner's storage locker in a reasonable tidy condition.
- (2) No oily rags, gasoline, propane and propane cylinders, naphthalene, explosives, combustible item or material, flammable substance, gun, ammunition, or any dangerous, malodorous, toxic or noxious substance are permitted to be stored in a storage locker.

#### **Inform strata corporation**

- 11. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation or the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

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

- 12. (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alternation to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, decks, patios or other things attached to the exterior of a building;

- (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property or limited common property;
- (e) fences, railings or similar structures that enclose a patio, or deck;
- (f) any limited common property;
- (g) parts of the strata lot which the strata corporation must insure under section 149 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures;
- (h) flooring, tiling and plumbing or electric infrastructure within the strata lot.

Notwithstanding the foregoing, the Commercial Strata Lots will not be required to obtain the approval of the strata corporation to make changes to interior flooring, carpeting or tiling.

- (2) The strata corporation must not unreasonably withhold its approval under bylaw 11(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alternations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:
  - (a) to take responsibility for any current and future expenses relating to the alternation, and
  - (b) to remove the alteration and restore an common property or limited common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.
- (3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to certain factors including, but not limited to, the following:
  - (a) the structural integrity of the strata lot and the building;
  - (b) the safeguarding of the utilities infrastructure.
- (4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.

- (6) An owner of a Residential Strata Lot must apply, in writing, to the council with a formal request to alter any of the flooring existing in such owner's strata lot and the council will consider, among other things:
  - (a) the particular specifications of the proposed installation;
  - (b) the impact insulation Class ("IIC") rating of the proposed installation;
  - (c) the construction elements of the building, in relation to the noise transmission created by the proposed flooring alteration; and
  - (d) if necessary, the input from appropriate consultants, regarding the issue of the noise and disturbance that may be created for the strata lot below the strata lot where alternation is proposed.
- (7) An owner must not conduct any alternations or renovations to a strata lot outside of working hours from 9am to 5pm Monday to Friday, without prior written approval of the council.
- (8) Interior renovations and/or decorating. For interior renovations or decorating that do not otherwise require approval from the strata corporation pursuant to these Bylaws or otherwise, an owner can proceed with such renovations or decorating, provided such approvals as may be required by the City of Victoria have been obtained.

**Obtain approval before altering common property or limited property**

13. (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making any alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alternation, in which, among other things, the owner may be required:
  - (a) to take responsibility for any current and future expenses relating to the alternation; and
  - (b) to remove the alteration and restore the common property, limited common property or common assets, as the case may be, if required by the strata corporation, prior to moving out of the strata lot.
- (3) All expenses related to an approved alteration to the common property, limited common property or common assets, as the case may be, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alterations.

### **Permit entry to strata lot**

14. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair or maintain common property or limited common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or
    - (ii) The notice referred to in bylaw 14(1)(b) must include the date and approximate time of entry, and the reason for entry.

### **Claims on Insurance Policies**

15. An owner, tenant, occupant or visitor must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation.

### **Indemnity**

16. An owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement necessary to the common property, the limited common property, or to any strata lot, including fire sprinkler heads, by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the strata corporation's insurance coverage. The deductible paid or payable by the strata corporation will be considered an expense not covered by the strata corporation's insurance coverage. Such amount as is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as possible and, in particular, where appropriate, in the month next following the date on which the expense was incurred and will become due and payable on the date of payment of the owner's assessment for that month.

### **Liability of Owner**

17. An owner will be strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot caused by any of the following items located in the owner's strata lot:
- (a) dishwasher;
  - (b) refrigerator with ice/water dispensing capabilities;
  - (c) garburator;
  - (d) hot water tank;

- (e) washing machine;
- (f) radiant heating system, including boiler;
- (g) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
- (h) fireplaces; and
- (i) anything introduced into the strata lot by the owner.

### **DIVISION 3 – Powers and Duties of Strata Corporation**

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

18. (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) the structure of a building;
    - (ii) the exterior of a building except for those items and components the Residential Section or Commercial Section is responsible for in accordance with bylaw 6(2), (4), (6) and (7);
  - (d) a strata lot, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building;
    - (ii) the exterior of a building, including the brick façade, but not those items and components the Residential Section or the Commercial Section is responsible for in accordance with bylaw 6(2), (4), (6) and (7);

#### **Fire System Equipment**

19. An owner must provide access, upon reasonable notice, for the strata corporation and its contractors to enter the owner's strata lot for the purpose of repairing and maintaining the fire system equipment located within the owner's strata lot from time to time, as reasonably required by the strata corporation

## **DIVISION 4 – Council and Section Executive**

### **Council composition**

20. (1) The council must have at least 3 and not more than 7 members.
- (2) Subject to bylaw 20(3), one owner of a Commercial Strata Lot, who shall be chosen from among the Commercial Strata Lot owners by majority vote of the Commercial Strata Lot owners, shall be acclaimed as a member of the strata corporation council at each annual general meeting.
- (3) If all owners of the Commercial Strata Lots refuse or decline a seat on the council, then no Commercial Strata Lot owner shall be acclaimed as a council member.

### **Council and member's terms**

21. (1) The term of office of a council member ends at the end of the annual general Meeting at which the new council or executive is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

### **Removing council member**

22. (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council member.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

### **Replacing council member**

23. (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

24. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, except that the same persons cannot be both 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.

### **Calling council meetings**

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

### **Quorum of council**

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

### **Council meetings**

27. (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other .
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

28. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded as either carried or defeated in the council meeting minutes.

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

29. The council must inform owners of the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

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

30. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:

- (a) set a maximum amount that may be spent; and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine; or
  - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

31. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 31(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Pursuant to section 98(2) of the Act, the council shall not make any unbudgeted expenditure in excess of an aggregate of \$5,000.00 in any fiscal year.

### **Residential Section executive composition**

32. The Heritage Residential Section executive must have at least 3 and not more than 7 members.
33. The New Residential Section executive must have at least 3 and not more than 7 members.

### **Commercial Section executive composition**

34. All Commercial Strata Lot owners are deemed to be the members of the executive for the Commercial Section.

### **Residential and Commercial Section executive governance**

35. (1) Bylaws 21 through 29 apply equally to the executive of the Residential Section and the Commercial Section except for every occurrence of the term "council", substitute the term "executive", and for every occurrence of the phrase "strata corporation", substitute the term "Residential Section" or "Commercial Section", as the case may be.

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

36. (1) A council or executive member who acts honestly and in good faith is not

personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council or executive.

- (2) Bylaw 36(1) does not affect a council or executive member's liability, as an owner, for a judgment against the strata corporation or the Section, as the case may be.

### **Small Claims Court Proceeding**

37. (1) Subject to bylaw 37(2), and pursuant to section 171(4) of the Act, the Authorization of a  $\frac{3}{4}$  vote at an annual or special general meeting shall not be required for proceedings to be taken under the *Small Claims Act* by the strata corporation or Section against an owner or other person to collect money owing, including money owing as a fine.
- (2) Except for claims within the *Small Claims Act* jurisdiction that are required to be resolved under the *Civil Resolution Tribunal Act* of British Columbia, the determination as whether to proceed under the *Small Claims Act* shall be made by the council or executive, as the case may be.
- (3) The decision whether to make a claim under the *Civil Resolution Tribunal Act* is at the discretion of the council or executive, as the case may be.

### **DIVISION 5 – Enforcement of Bylaws and Rules**

#### **Maximum fine**

38. (1) The strata corporation may fine an owner of tenant a maximum of:
    - (a) \$200 for each contravention of a bylaw; and
    - (b) \$50 for each contravention of a rule.
  - (2) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
39. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses, including legal expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

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

### **Person to chair meeting**

40. (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **Quorum**

41. Notwithstanding section 48(3) of the Act:
  - (1) Subject to bylaw 41(2), if within one-half hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, in person or by proxy, constitute a quorum and the meeting shall proceed.
  - (2) For the strata corporation or the Residential Section, if the quorum after the waiting period set out in bylaw 41(1) stands at fewer than 12 eligible votes, the meeting must stand adjourned and must be reconvened at a time when the quorum can be established at 12 or more.
  - (3) Quorum for the Commercial Section is 2 eligible voters; and, for the Commercial Section, if the quorum after the writing period set out in bylaw 41(1) is not reached, then the meeting must stand adjourned and must be reconvened at a time when the quorum can be established.

### **Participation by other than eligible voters**

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

### **Voting**

43. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- (3) If a precise count is required, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) If a precise count is requested, the outcome of each vote, including the number of votes for and against the resolution and the number of abstentions, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

#### **Order of business**

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

- (1) certify proxies and corporation representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

### **Residential and Commercial Section annual and special meetings**

45. (1) Bylaws 40 and 42 through 44 apply equally to the Residential Section and the Commercial Section except for every occurrence of the term "council", substitute the term "executive, and for every occurrence of the phrase "strata corporation", substitute the term "Residential Section" or "Commercial Section", as the case may be.

### **DIVISION 7 – Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

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

### **DIVISION 8 – Marketing Activities by Developer**

47. Notwithstanding any other provision in these bylaws, during the time the developer is the owner or lessee of any strata lot, it will have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centers and to carry on within such strata lots and within any area of the common property or limited common property of the development any marketing and sales functions in respect of the development;
  - (b) erect and maintain signage in and around any unsold strata lots and on the common property or limited common property of the development for the duration of the marketing and sales program;
  - (c) maintain display areas, landscaping and parking areas;
  - (d) use any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development; and

- (e) have access to any and all parts of the common property and limited common property for the purpose of showing strata lots, the common property and the limited common property to prospective purchasers and their representatives,

provided that in exercising its rights under this bylaw, the developer will at all times act reasonably in relation to the rights of the other owners.

### **DIVISION 9 – Parking and Storage**

#### **Parking and Storage**

48. (1) An owner, tenant or occupant of a strata lot must not
- (a) occupy or use any parking stall that is not designated as Unit LCP for the owner;
  - (b) occupy or use any storage locker that is not designated for us by the owner of that strata lot;
  - (c) make arrangements for the use of the owner's Unit LCP parking stall or storage locker, or otherwise permit that parking stall or storage locker to be regularly used by anyone that is not an owner, tenant or occupant of the building.
- (2) Only a motorized, operational, insured and licensed vehicle is permitted to be parked in a Unit LCP parking stall. The owner of a vehicle not bearing a current license plate must provide the strata corporation with a copy of valid storage insurance for a minimum of \$1,000,000 liability; failing such provision, the vehicle may be towed away at the expense of the vehicle owner.
- (3) An owner, tenant or occupant of a strata lot will not carry out, or permit any visitor or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or the limited common property or within a parking stall except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property, the limited common property or the parking stall from his or her vehicle.
- (4) An owner, tenant or occupant of a strata lot will not store any recreational vehicle, trailer, boat trailer or boat anywhere on the common property, the limited common property or parking stall or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a recreational vehicle, trailer, boat trailer or boat within the owner's Unit LCP parking stall, provided that such recreational vehicle, trailer, boat trailer or boat fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof. The strata corporation may remove or cause to be removed from the common property any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the

strata corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured.

## **DIVISION 10 - Miscellaneous**

### **Noise Control**

49. An owner, tenant or occupant of a Residential Strata Lot must not use, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to use, a strata lot, or limited common property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from other strata lot owners within the building. Without limiting the generality of this bylaw:
- (1) an owner, tenant, or occupant of a strata lot will avoid, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to avoid, any activity that involves undue traffic or noise and the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 10:30 p.m. and 7:00 a.m. or any activity that encourages loitering by persons in or about the strata lot or the common property; and
  - (2) an owner, tenant, or occupant of a strata lot will not, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to not, wear hard-heeled shoes or other footwear within a strata lot which causes noise which is audible from other strata lots within the development.

### **Garbage and recycling disposal**

50. An owner, tenant or occupant of a strata lot will remove ordinary refuse, garbage and recycling from his or her strata lot and deposit it in the containers provided by the Section for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary refuse, garbage and recycling from the strata plan property at his or her expense.

### **Bicycle Storage**

51. An owner shall not keep his or her bicycle on patios, balconies, decks, or anywhere else on any common property, other than within the designated limited common property bicycle storage rooms. Bicycles may be kept within the strata lots, but not on patios, balconies or decks. An owner must ensure that the limited common property is not damaged or soiled during the conveyance of a bicycle to a strata lot, and will be responsible to compensate the Residential Section for any repair or clean-up that is required as a result of such conveyance. Bicycle storage rooms may not be used for anything other than the storage of bicycles.

### **Move in / move out**

52. (1) An owner, tenant or occupant of a strata lot must provide notice to the strata corporation of any move in or out of a strata lot at least 48 hours days before the moving date.
- (2) All moves must take place between 9:00 a.m. and 6:00 p.m. on Monday to Friday and between 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays, unless approved in writing by the council.
- (3) An owner, tenant or occupant of a strata lot must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left in the lobby area during any move in or out of a strata lot.
- (4) An owner, tenant or occupant must ensure that no damage is caused to any common property during any move in or out of a strata lot and that all common property is left in a clean state following such move, and that all hallways and lobby areas are vacuumed immediately upon completion of such move.
- (5) An owner, tenant or occupant must pay to the strata corporation a refundable damage deposit of \$500 at least 48 hours prior to any move in or out of a strata lot, and any expenses incurred by the strata corporation that are attributable to the owner, tenant or occupant, and any fines levied by the strata corporation against the owner, tenant or occupant, in connection with such move will be deducted from the deposit.

### **Rentals**

53. (1) All rentals must be conducted in accordance with the provisions of the Act, particularly section 146 of the Act.
- (2) The Form K – Notice of Tenant's Responsibilities, duly signed by the tenant, must be provided by the landlord owner to the Residential Section executive prior to the tenant's occupancy of the strata lot.
- (3) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 52.

### **Selling of strata lots**

54. Subject to Bylaw 62, an owner of a strata lot, when selling his or her strata lot, will not display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot in any the following places:

- (i) within the owner's strata lot such that the signage is visible from the exterior of the strata lot, or
- (ii) anywhere on the common property, or the limited common property, except for in a location approved by the strata corporation.

### **Items Left on Common Property at Own Risk**

55. Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### **Supervision of Children**

56. Any owner, tenant or occupant that is responsible for a child will properly supervise the child's activities on the common property and the limited common property.

### **Celebration Lights**

57. An owner, tenant or occupant of a strata lot must not erect, install or display lights such as 'Christmas lights' or other celebratory lights of similar description in or about a strata lot or the limited common property prior to one month leading up to the common date of celebration and must remove such lights within three weeks after the common date of celebration.

### **Notices**

58. An owner, tenant or occupant may post notices in a location designated by the strata council for the posting of notices. The strata council may remove any notice that it deems, in its sole discretion exercised reasonably, to be inappropriate for any reason including the period of time it has been posted.

### **Commercial Strata Lots**

59. Subject to the rights of an owner or tenant of a Commercial Strata Lot to operate a restaurant, brewery and/or distillery within the strata lot in accordance with the requirements of the City of Victoria during hours permitted by the City of Victoria, the owners or tenants of Commercial Strata Lots must not use or permit the use of their strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property, adverse or noxious odors, or that leads to loitering by persons in or about the strata lot or common property.
60. The following uses are not permitted in any of the Commercial Strata Lots: liquor outlets (unless such liquor outlet is an ancillary and accessory use to a primary use such as a restaurant, brew pub or similar use), marijuana dispensaries, methadone clinics, safe injection sites, smoke and vapour shops, tattoo shops, pawn shops, sex or adult or erotic shops, cheque cashing and/or payday loan business, dry cleaning or clothes pressing shops, night-clubs for dancing, hospitals, private hospitals (other than clinics operated by

dentists, chiropractors, dermatologists, ophthalmologists, physiotherapist and similar professions), nursing homes, intermediate care facilities, community care facilities or homeless shelters.

61. Any permissions, determinations, or approvals considered by the strata corporation or any Section in respect of the use of a Commercial Strata lot must not be unreasonably withheld, conditioned or delayed.
62. The owner or tenant of a Commercial Strata Lot may install signs or notices within a Commercial Strata Lot so as to be visible from the exterior of such Commercial Strata Lot, and on the exterior of the Commercial Strata Lot on the condition that (a) the size is no greater than 36 inches in height; (b) the signage is installed on the steel railing or other system attached to the exterior of the building for the purpose of mounting signage; (c) the size and design of such signs or notices have received any approvals required from applicable government authorities; and (d) the signs or notices are professionally designed and in keeping with the design and character of the building. All such signs and notices must be installed and maintained at the sole expense and risk of the owner and tenant of the Commercial Strata lot and such owner and tenant must purchase and maintain liability Insurance for such signage and provide proof of insurance to the strata corporation. Further, all such signs and notices must be removed by the owner or tenant on his or her departure from the Commercial Strata Lot and any resultant repairs necessary on the building are at the expense of such owner or tenant. Should a departing tenant of a Commercial Strata lot fail to honour such responsibility for the expenses of any necessary repairs on the building, the strata corporation may take enforcement proceedings against the subject strata lot owner.
63. The owner or tenant of a Commercial Strata lot may install displays in the strata lot which are visible from the exterior of the strata lot provided such displays are of professional quality, face the windows, are constructed of new materials and are maintained in good condition.
64. An owner or tenant of a Commercial Strata Lot must not permit the ceiling of such unit to remain exposed, and must install a drop ceiling, sound insulation, and other finishing that helps reduce sound travel to the Residential Strata Lots above.
65. Any owner or tenant of a Commercial Strata Lot that uses the unit for restaurant, brewery, or distillery purposes requiring commercial venting must install an ecology unit for the cleaning of exhaust in order to minimize odour from venting. The ecology unit must be listed by a recognized listing agency/organization, such as ULC-5647-05 "Standard for Exhaust Cleaning and Recirculation Assemblies for Commercial and Institutional Kitchen Exhaust Systems". Any such owner will be permitted to install venting through adjacent common property walls provided the plans and specifications are approved by a qualified engineer, the venting is installed in a good and workmanlike manner in accordance with all applicable laws and the owner of the Commercial Strata Lot agrees to indemnify the strata corporation for any related costs or damages to the common property. The owner or tenant commissioning the installation of such venting must purchase and maintain liability insurance and provide proof of insurance to the strata corporation.