

1. Contact

Document Fees: \$31.27

Proline Management Ltd.
20 Burnside Road West - Suite 201
Victoria BC V9A 1B3
250-475-6440

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

VIS6763

THE OWNERS, STRATA PLAN VIS6763

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.

Alan Ives Chim
GBW49K

Digitally signed by
Alan Ives Chim GBW49K
Date: 2023-08-29
16:39:43 -07:00

Supplied to StrataDocs 2023/09/11
Ordered by Tom Fraser 2024/04/10

Ordered By: Tom Fraser of Royal LePage Coast Capital - Oak Bay on 2024/04/10
Document Uploaded and Verified: 2023/09/11

This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

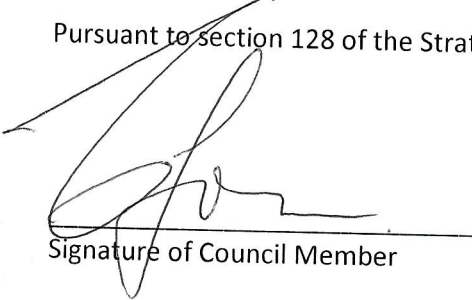
(Section 128)

The Owners, Strata Plan VIS6763 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 July 17, 2023.

Resolution:

BE IT RESOLVED by a $\frac{3}{4}$ vote that:

Pursuant to section 128 of the Strata Property Act, the strata corporation approves the attached bylaws.



Signature of Council Member



Signature of Second Council Member

Date: AUGUST 17, 2023

Supplied to StrataDocs 2023/09/11
Ordered by Tom Fraser 2024/04/10

Schedule of Bylaws

THE OWNERS, STRATA PLAN VIS 6763

JULY 17, 2023

Supplied to StrataDocs 2023/09/11
Ordered by Tom Fraser 2024/04/10



TABLE OF CONTENTS

The Owners, Strata Plan VIS 6763

Division 1 – Duties of Owners, Tenants, Occupants and Visitors.....	4
1. Payment of strata fees	4
2. Repair and maintenance of property by owner	4
3. Use of property	5
4. Balconies, patios and roof gardens	8
5. Harassment and bullying.....	9
6. Pets	10
7. Smoking.....	11
8. Growing cannabis	11
9. Rentals	11
10. Short-term accommodation.....	11
11. Garbage disposal.....	12
12. Bicycle storage	12
13. Parking	12
14. Electric vehicle charging	14
15. Kayak racks	15
16. Move in/move out.....	16
17. Selling of strata lots.....	16
18. Inform strata corporation	16
19. Obtain approval before altering a strata lot or common property	17
20. Alteration application procedure.....	17
21. Conditions for approval	18
22. Hard-surface flooring	20
23. Permit entry to strata lot.....	21

24. Indemnification and insurance deductible21

Division 2 – Common Expenses 23

25. Common expenses23

Division 3 – Powers and Duties of strata corporation 23

26. Notice and consent23

27. Repair and maintenance of property by strata corporation23

28. Insurance25

Division 4 – Council 25

29. Council size and eligibility25

30. Council members’ terms25

31. Removing council member26

32. Replacing council member26

33. Officers26

34. Calling council meetings27

35. Quorum of council27

36. Council meetings27

37. Voting at council meetings28

38. Council to inform owners of minutes28

39. Delegation of council’s powers and duties28

40. Spending restrictions29

41. Limitation on liability of council member or volunteers30

42. Consents30

Division 5 – Enforcement of Bylaws and Rules 30

43. Maximum fine30

44. Continuing contravention30

45. Indemnification for bylaw breaches30

Division 6 – Annual and Special General Meetings..... 31

- 46. Quorum.....31
- 47. Person to chair meeting31
- 48. Participation by other than eligible voters31
- 49. Electronic attendance32
- 50. Voting32
- 51. Order of business.....33

Division 7 – Security and Privacy 34

- 52. Security access monitoring and video surveillance34
- 53. Key fob system34
- 54. CCTV systems.....35

Division 8 – Voluntary Dispute Resolution..... 36

- 55. Voluntary dispute resolution.....36

Division 9 – Small Claims..... 36

- 56. Small claims actions36

Division 10 – Severability 37

- 57. Severability37

This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

Supplied to StrataDocs 2023/09/11
Ordered by Tom Fraser 2024/04/10

Ordered By: Tom Fraser of Royal LePage Coast Capital - Oak Bay on 2024/04/10
Document Uploaded and Verified: 2023/09/11

SCHEDULE OF BYLAWS

The Owners, Strata Plan VIS 6763

These bylaws repeal and replace all previously filed bylaws except the pet bylaw which is hereby amended. The Schedule of Standard Bylaws in the *Strata Property Act* (the “Act”) is disappplied.

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay strata fees or a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually.
- (2) Owners must authorize an automatic debit for the payment of strata fees and user fees.
- (3) The owner of a strata lot for which an automatic debit does not clear will be charged the financial service charge.
- (4) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.
- (5) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, shall become part of the assessment of the owners and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, reimbursement of the cost of work ordered by a public or local authority, or the strata lot’s share of a judgment will be calculated as a separate component of such assessment and the strata corporation may not register a lien on behalf of such separate component.

2. Repair and maintenance of property by owner

- (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) This subsection applies to the rooftop garden areas that are limited common property designated for the exclusive use of the owners of strata lots 89 – 93 inclusive and 167 – 171 inclusive. An owner who has the exclusive use of a rooftop

garden area must maintain the plants and landscaping in that area to the following minimum standards:

- (a) landscape beds must be free of weeds and fallen debris from trees and shrubs and refuse must be removed from the area;
 - (b) tree and shrub pruning must occur according to species requirements;
 - (c) perennial pruning must occur according to species requirements;
 - (d) all dead or diseased wood must be removed;
 - (e) tree height must be maintained to a limit of fifteen (15) feet;
 - (f) regular mulching must occur at a minimum of once a year; and
 - (g) dead trees and shrubs must be replaced with equivalent or similar species in the current growing season or at the latest, by the beginning of the next growing season.
- (4) If an owner fails to maintain the plants and landscaping in the rooftop gardens required by subsection (3), as determined by the council acting reasonably, after giving the owner 30 days' notice to complete specified work the strata corporation may take over maintenance of the rooftop garden at the owner's expense.

3. Use of property

- (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 or hazard to another person (for the purpose of this bylaw a nuisance includes, but is not limited to, making, causing, producing or permitting noise, smell, vibration or glare in or about any strata lot or common property at a level that unreasonably interferes with any other owner or occupant);
 - (b) causes unreasonable or repetitive noise (for the purposes of this bylaw unreasonable or repetitive noise includes but is not limited to the use of any appliances, equipment, tools, musical instruments, amplifiers, sound reproduction equipment or other devices within or about any strata lot or the common property or any limited common property such that it unreasonably interferes with any other owner or occupant);
 - (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 contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; 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 or occupant must not:
- (a) use a strata lot or limited common property for any purpose which involves undue traffic or the creation of sustained noise of over 1 minute in duration that is audible in another strata lot between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (c) leave their personal property on the common property;
 - (d) shake items of any kind, nor throw any refuse out of the windows or doors or from the balcony of a strata lot;
 - (e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (f) permit a condition to exist within their strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (g) allow their strata lot to become unsanitary or a source of odour or pests;
 - (h) feed nuisance birds, such as pigeons, seagulls, crows or starlings, or squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in their strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in their strata lot;
 - (i) install any window coverings visible from the exterior of their strata lot which are other than white or off-white in colour;
 - (j) hang or display any laundry, washing, clothing, bedding, flags or other similar articles from windows, balconies or other parts of the building exterior so that they are visible from the outside of the building except the Canadian flag which may be hung or displayed from June 24 to July 8;
 - (k) use or install on the exterior of a strata lot, including on common property or limited common property, 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;

- (l) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (m) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot except for "For Sale" signs as permitted by bylaw 17;
- (n) have, install or use a hot tub, Jacuzzi, spa, whirlpool or swirl pool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
- (o) alter or renovate their strata lot or install any device or material within or about their strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant;
- (p) keep, install, display or use a natural cut Christmas tree, boughs or wreaths, and shall not transport natural cut Christmas trees, boughs or wreaths on any part of the common property. For clarity, owners, occupants and tenants may only keep, install, display or use natural potted trees or artificial trees. All artificial trees and decorations must be of fire-retardant material which should meet or exceed any applicable fire prevention or safety standards legislation or regulations;
- (q) prop open or leave any entrance door into the strata corporation's building unsecure;
- (r) tamper with, disconnect, or render inoperable the heating controllers, individual water meters, or sunshade control boxes;
- (s) install or attach a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope;
- (t) allow water to drip from a balcony while watering plants or cleaning the balcony;
- (u) use a strata lot for a professional, commercial or business purpose that:
 - (i) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
 - (ii) in any way increases or may increase the liability risk of the strata corporation; or
 - (iii) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot;

- (v) 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;
 - (w) place, affix or install lockboxes, including Realtor lockboxes, on the common property, including limited common property.
- (3) Any owner, tenant, occupant, visitor or employee who leaves any item anywhere on or in the common property or on any limited common property does so at their 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.

4. **Balconies, patios and roof gardens**

- (1) Subject to subsection (4), an owner, tenant or occupant may only place patio furniture designed for outdoor use, limited to chairs, tables and umbrellas, outdoor plants, freestanding planters, horizontal storage containers designed for outdoor use, and barbeques and other outdoor appliances as permitted by subsection (2) on a patio, balcony or roof garden.
- (2) An owner, tenant or occupant may only place barbeques or other outdoor appliances used for cooking food and other outdoor appliances such as patio heaters and fire tables on a patio, balcony or roof garden provided:
 - (a) the appliance is electric, propane or gas fueled;
 - (b) such appliances are Canadian Standards Association or Underwriters Laboratory of Canada approved; and
 - (c) the appliance is used in accordance with the manufacturer's instructions at all times.
- (3) All items not specifically permitted in subsection (1) are prohibited, including but not limited to:
 - (a) lattices, trellises, screens, pergolas, gazebos, etc. that are visible to the exterior unless approved in writing by the council;
 - (b) vertical storage containers, cabinets, sheds and similar items; and
 - (c) indoor furniture, appliances, and the storage of any items not permitted as above.
- (4) All appliances not specifically permitted by subsection (2) are prohibited including, but not limited to:
 - (a) wood or charcoal burning devices including barbeques;
 - (b) smokers;

- (c) portable fire bowls or fire pits.
- (5) Notwithstanding subsection (2), the council may prohibit the use of the appliance if the council determines in its discretion that the appliance is a fire danger.
- (6) Notwithstanding subsection (1), an owner, tenant or occupant may install indoor/outdoor carpeting and removable floor coverings such as unattached tiles on the floor of a balcony or patio provided the floor covering is not visible from the street level and provided the carpet is sheltered from precipitation.
- (7) Patios and balconies must be kept tidy and all items kept on patios and balconies as permitted by this bylaw must be maintained in good condition.
- (8) An owner, tenant or occupant may not hang any items on the walls, parapets, railings or ceilings of a balcony, patio, deck or roof garden except
 - (a) the Canadian flag which may be hung from June 24 to July 8, and
 - (b) holiday lights which may be hung from October 15 to February 15.

5. **Harassment and bullying**

- (1) Owners, tenants, occupants and visitors must not harass or bully other owners, occupants, tenants, or visitors.
- (2) Owners, tenants and occupants must not harass or bully council members, or the strata corporation's property manager, contractors, or agents.
- (3) For the purposes of subsections (1) and (2), harassment is defined as:
 - (a) making humiliating or offending remarks to or about someone in writing or verbally;
 - (b) threatening or intimidating someone;
 - (c) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability;
 - (d) repeatedly following or confronting someone in the common property or at their door;
 - (e) interfering with a council member, property manager, agent, contractor or employee of the strata corporation in the carrying out of their duties; or
 - (f) making excessive demands of the council to provide information or to carry out actions.
- (4) For the purposes of subsections (1) and (2), bullying is defined as the repeated use of force, threats or coercion to abuse, intimidate or aggressively dominate others, whether verbally, physically or electronically.

- (5) In the event that an owner, occupant or tenant violates subsection (2) by doing any of the things listed in subsections (3)(e) and (f) the council may, in addition to a fine:
 - (a) restrict such individual from communicating with the property manager, agent, contractor or employee of the strata corporation;
 - (b) restrict such individual from communicating with the council to a maximum of once per week; and
 - (c) place a reasonable limit on the length of an individual's communication.

6. **Pets**

- (1) All pets shall be leashed or otherwise secured and kept under the control of the owner, tenant or occupant at all times while on common property and must not interfere with or damage the common property or interfere with the use and enjoyment of the common property by other owners, tenants and occupants.
- (2) A strata lot owner must assume all liability for all actions by a pet kept on the owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (3) An owner of a pet shall not permit the pet to urinate or defecate on the limited common property or on the common property and should that occur the owner of the pet:
 - (a) shall immediately and completely remove all of the pet's waste from the limited common property or the common property and dispose of it in a waste container or by some other sanitary means failing which the owner will be responsible for all costs incurred by the strata corporation to remove the waste; and
 - (b) indemnify the strata corporation for the costs of any special cleaning or, the replacement of the floor covering if either is required as determined by the council acting reasonably.
- (4) An owner of a pet shall not permit the pet to cause a nuisance or permit the pet to disturb any other owner, tenant or occupant due to barking, howling or the making of other noise.
- (5) If the council receives a complaint about a pet, the council will follow the bylaw enforcement process as required by section 135 of the Act. Following the process, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the decision in writing.

7. **Smoking**

- (1) An owner, tenant, occupant or visitor must not smoke tobacco, cannabis or other chemicals or e-cigarettes:
 - (a) in a strata lot;
 - (b) on all common property that has been designated limited common property, including patios, decks, balconies and roof gardens;
 - (c) on all interior common property, including hallways, elevators, electrical and mechanical rooms, stairs, storage locker areas and the parkade; and
 - (d) on exterior common property.

8. **Growing cannabis**

- (1) An owner, tenant or occupant must not grow, cultivate, harvest, produce, market, sell or distribute cannabis plants on or from a strata lot, common property, or common property designated for an owner's exclusive use.

9. **Rentals**

- (1) Within 2 weeks after renting all or part of a strata lot, the landlord must provide the strata corporation with a copy of Form K – Notice of Tenant's Responsibilities signed by the tenant.

10. **Short-term accommodation**

- (1) Owners, occupants and tenants may not:
 - (a) provide a licence of occupancy to all or any part of their strata lot for use as transient accommodation; or
 - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as transient accommodation including through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites.
- (2) For the purposes of this bylaw, "transient accommodation" means providing a licence of occupancy to all or part of a strata lot, in exchange for monetary compensation, to any person or persons for a period of less than 30 days.
- (3) An owner, tenant or occupant who provides a licence of occupancy to all or part of a strata lot for a period of 30 days or more must provide a copy of the current bylaws and rules to the licensee prior to commencement of the licence of occupancy.

11. **Garbage disposal**

- (1) An owner, tenant, or occupant of a strata lot will remove ordinary household refuse, garbage and recycling from their strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing, and only permitted recycling items may be placed in recycling bin. An owner, tenant, or occupant will remove any materials other than ordinary household refuse, garbage and permitted recyclables from the strata property at their expense.

12. **Bicycle storage**

- (1) Bicycles must not be ridden through lobbies, hallways or any other indoor common areas. Bicycles may only be brought into the common areas of the building through the parkade entry.
- (2) Bicycles may not be stored on balconies or patios nor in the parkade parking stalls.
- (3) Owners, occupants, tenants and visitors are responsible for and must make good or clean up any mess or damages caused by moving a bicycle through the hallways to a strata lot.

13. **Parking**

- (1) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.
- (2) The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "Secured Stalls") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "Unsecured Stalls").
- (3) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles and motorcycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant as the case may be, has obtained adequate insurance coverage in respect thereof.
- (4) An owner, tenant or occupant of a strata lot will not:

- (a) use any parking space in the building or on the common property except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;
 - (b) assign their interest in any Secured Stall to anyone other than a resident of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
 - (c) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property except in the case of emergency;
 - (d) park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or in any way prevent others from accessing or egressing the strata corporation or their parking stalls;
 - (e) use any part of the common property parkade, including parking stall and drive aisles (other than established storage rooms or lockers) for storage, without the written consent of the council;
 - (f) allow a person who is not an owner, tenant or occupant of a strata lot to use or rent their Secured or Unsecured parking stall; or
 - (g) wash a vehicle in the parkade.
- (5) 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.
 - (6) A certain number of the parking stalls (the "Accessible Stalls") are designated as universally accessible stalls on the parking plan attached as Schedule A to the Parking Lease. A disabled holder (the "Disabled Owner") of an interest in a parking stall (the "Standard Stall") that is not an Accessible Stall may request that the strata corporation allocate to them, an Accessible Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Disabled Owner for such a reallocation, then the strata corporation will require that a non-disabled holder (the "Non-Disabled Owner") with an interest in an Accessible Stall, if any, exchange their interest in the Accessible Stall with the Disabled Owner for their interest in the Standard Stall for no consideration. Such an exchange will be accomplished by the Non-Disabled Owner partially assigning their interest in the Parking Lease to the Disabled Owner in respect of the Accessible Stall, and the Disabled Owner partially assigning their interest in the Parking Lease to the Non-Disabled Owner in respect of the Standard Stall. The Non-Disabled Owner and the Disabled Owner will each execute a partial assignment of their interest in the Parking Lease in favour of the other substantially in the form attached as Schedule B to the Parking Lease.
 - (7) At least one of the outdoor parking stalls will be a Community Amenity under the control of Dockside Green Victoria Society (the "Community Association") and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative

operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

- (8) The access roadway (the "Roadway") on level P3 of the portion of the common property of the development comprising the parkade is a "Common Roadway", as that term is defined in the bylaws of the Community Association, the statutory right of way registered in the Land Title Office in favour of the Community Association under number FB039583 and the reciprocal site-wide easement agreement registered in the Land Title Office under numbers FB 150845 to FB 150882. The Roadway is for the use of all owners, tenants and occupants in the Dockside Green development. Owners, occupants, tenants and guests will not park, or leave a vehicle on the Common Roadway.
- (9) The council may designate certain common property parking stalls as visitor parking stalls for visitor parking (the "Visitor Parking"). Visitor Parking is intended to be used for short-term parking subject to the following:
 - (a) owners, occupants and tenants must not park or leave their vehicles in Visitor Parking;
 - (b) all vehicles parked in Visitor Parking must display a valid strata-provided parking pass at all times or, if the strata corporation introduces electronic visitor parking permits, must have a valid electronic parking permit at all times; and
 - (c) a vehicle must not be parked in Visitor Parking for more than seven (7) days in any thirty-day period without the express written consent of the council.
- (10) The council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (11) In addition to the rights conferred by subsection (10) the council has the right to immediately tow any vehicle which is parked in violation of subsections (4) (d), (8) and (9) above without notice and at the sole expense of the vehicle owner/operator.
- (12) The owner, tenant or occupant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and their own client, and any other reasonable costs.

14. **Electric vehicle charging**

- (1) An owner who wishes to have a charging receptacle installed at their parking stall and use such charging receptacle to charge an electric vehicle must apply to the

council in writing for permission and provide the council with a written description of the vehicle and the size in kilowatt hours of the electric vehicle's battery.

- (2) Upon the receipt of a written application from an owner, the council must consent to the installation and use of a charging receptacle if:
 - (a) electrical capacity to install a charging receptacle is available; and
 - (b) the owner enters into an agreement (the "Charging Agreement") with the strata corporation in which the owner agrees:
 - (i) to pay a user fee for the use of common power and the charging receptacle to charge the electric vehicle;
 - (ii) to indemnify and save harmless the strata corporation for any costs, loss or expense of whatever kind which the strata corporation may sustain in connection with or arising out of the use of the charging receptacle to charge the electric vehicle; and
 - (iii) that the strata corporation may terminate the Charging Agreement if the owner breaches any of its terms.
- (3) The owner will pay to the strata corporation a fee in the amount of \$40.00 a month (or such higher rate as set by a rule which has been ratified by a majority vote) for use of the charging receptacle and common electric power (referred to herein as the "User Fee").

15. **Kayak racks**

- (1) An owner, tenant or occupant may rent strata-assigned kayak racks on a month-to-month basis at a rate as set by a rule which has been ratified by a majority vote and subject to conditions determined by the council from time-to-time. Application to use a strata-assigned kayak rack shall be made in writing to the council or designate. When a rack becomes available, the council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.
- (2) The rental of a kayak rack will be a personal contract with the applicable owner, tenant or occupant, not the unit. The council retains the right to reassign the kayak racks on reasonable written notice to the user. Owners, tenants or occupants of a unit shall not be permitted to rent, or to continue renting, more than one strata-assigned kayak rack when there is an unfulfilled application from another owner, tenant or occupant who is not currently renting a strata-assigned kayak rack.
- (3) Use of a strata-assigned kayak rack is not transferable by owners, tenants or occupants and the right of a particular user to use a strata-assigned kayak rack will terminate when the unit transfers ownership, or when a tenancy is terminated, or when subsection (4) is applied.
- (4) An owner, tenant or occupant shall not be permitted to continue renting a strata-assigned kayak rack if, in the opinion of the council, the boat on the rack is unused or insufficiently maintained.

16. **Move in/move out**

- (1) An owner must advise the council in writing of the time and date of any move-in or move out from a strata lot, including a move-in or move-out by the owner or a tenant, at least 7 days in advance and must make arrangements with the property manager of the building to co-ordinate any such move.
- (2) The owner of a strata lot (or the owner's tenant or other occupant, via the owner) must pay to the strata corporation a non-refundable fee of \$100 for each move-in to a strata lot prior to the move-in date, to offset the administrative cost and the cost to the strata corporation of cleaning and wear-and-tear on common property.
- (3) The fee of \$100 must be in the form and be made in the manner determined or revised from time-to-time by the council.

17. **Selling of strata lots**

- (1) An owner of a strata lot, when selling their strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building which is designated for such purpose.
- (2) An owner of a strata lot, when selling their strata lot, will not hold or permit to be held, any public open house except in the manner set out below:
 - (a) open houses may be held between the hours of 9am and 7:00pm;
 - (b) security must be maintained during the open house; exterior doors may not be propped open; and
 - (c) attendees of the open house must be escorted into and out of the building.
- (3) Pursuant to section 133 (1) (b) of the *Strata Property Act*, and after providing 48 hours written notice, the strata corporation may remove and dispose of any Realtor lockboxes placed, affixed or installed on the common property or limited common property in violation of section 3 (2) (w). For the purposes of this bylaw, the written notice may be given by sending an email to the brokerage or agent who owns or who placed, affixed or installed the lockbox, and such notice is deemed to have been conclusively delivered at the time the notice is sent.

18. **Inform strata corporation**

- (1) Within 2 weeks of becoming an owner, the owner must, in writing, provide the strata corporation with the owner's name, strata lot number, email address, phone number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, any owner, tenant, occupant or visitor must inform the strata corporation of their name and in which strata lot they are residing.
- (3) An owner who changes their email address, phone number or mailing address outside the strata plan must, in writing, provide the strata corporation with the new information within 2 weeks of the change occurring.

19. **Obtain approval before altering a strata lot or common property**

- (1) An owner must obtain the written approval of the council before changing, upgrading, modifying, removing or replacing any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) paint on balconies and patios;
 - (e) doors, windows or skylights on the exterior of a building, or that front on common property (eg., adding security devices to the entrance door to a strata lot);
 - (f) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
 - (g) fences, railings or similar structures that enclose a patio or balcony;
 - (h) all or a portion of flooring in a Strata lot located above another strata lot;
 - (i) interior or exterior walls;
 - (j) common property; and
 - (k) any noise abatement or reduction building components incorporated into the original construction of the building
- (herein referred to as an "alteration").
- (2) It is the intent of this bylaw that liability for alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The strata corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata lot. Indemnity and Alteration Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

20. **Alteration application procedure**

- (1) Owners must apply in writing for permission to carry out an alteration, at least four weeks prior to their proposed start date, such application shall be in writing and shall enclose the following (the "Application"):
- (a) details of the proposed alteration;

- (b) detailed plan showing the proposed location of construction of the alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) name of proposed contractor(s) who will perform the work (if available);
 - (d) any other documents or information which the council may reasonably require in order to grant permission.
- (2) Upon receipt of an Application for an alteration, the council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information;
 - (b) approve the Application or Amended Application; or
 - (c) reject the Application or Amended Application.
- (3) The council must not unreasonably refuse to permit an owner to make an alteration to their strata lot and must ensure that any conditions attached to a grant of approval of a proposed alteration must be proportionate with the type and extent of the proposed alteration and its potential impact on other strata lots and the building as a whole.

21. **Conditions for approval**

- (1) As a condition of approving an alteration the council may require an owner to do one or more of the following:
- (a) assume responsibility for any expenses related to the alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit to the council prior to the commencement of the work, if required by the Municipality;
 - (e) employ qualified and licensed contractors or subcontractors to perform the work;
 - (f) if the proposed alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the council, failing which the strata corporation may perform the work and

collect the costs of same from the applicant, including costs as between a solicitor and their own client;

- (h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work;
- (i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and their own client;
- (j) assume all responsibility for the repair, maintenance or replacement of the alteration;
- (k) obtain and maintain liability insurance of not less than two million dollars and name Strata Plan VIS 6763 as a co-insured party in the event of any claims which may arise against the strata corporation from any person, related to possible damage incurred during the alterations;
- (l) assume responsibility for all future expenses related to the alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the council;
- (m) cause all work to be conducted in accordance with the strata corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday and not on Sundays or public holidays;
- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed alteration, and which is satisfactory to the strata corporation;
- (o) agree to inform a subsequent purchaser of the strata lot of the terms of the Indemnity and Alteration Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Indemnity and Alteration Agreement;
- (p) remove and clean up any debris left outside the strata lot and on the common property including vacuuming as needed by the end of each day. Notwithstanding the bylaws generally or this bylaw specifically, the owner may be charged for cleaning the common property should the owner's or contractor's efforts be deemed inadequate by council;
- (q) provide the strata corporation with a written assurance upon completion of the alteration certifying compliance with the terms of this bylaw and, where applicable, section 70 (4) of the *Strata Property Act*;
- (r) provide written notice of the shutoff date and time period for shutting off a plumbing stack, at least 2 days in advance of the shutoff;

- (s) install replacement toilets that conform with the CRD (Capital Regional District) requirement to use Low Flow models;
 - (t) provide protection to common area floors, walls and ceilings as required for protecting these surfaces from dirt, dust and physical damage;
 - (u) cover the cost of repairing any damage incurred or of further cleaning necessitated as a result of the alteration;
 - (v) provide their own recycling and waste disposal bins and remove them immediately following completion of the alteration;
 - (w) to remove the alteration and restore the common property, if required by the strata corporation, when selling or moving, and
 - (x) any other conditions reasonably required in the opinion of the council given the nature of the proposed alteration.
- (2) An owner must not alter a strata lot in any manner, which in the opinion of the council will alter the exterior appearance of the building.

22. **Hard-surface flooring**

- (1) An owner of a strata lot that is located above another strata lot who installs or replaces any hard-surface flooring in a strata lot must install underlay that when combined with the hard-surface flooring will provide a minimum IIC rating of 60. The owner shall provide the council with the specifications of the proposed flooring and underlay prior to installing the existing flooring or installing the hard-surface flooring.
- (2) In the event the strata corporation receives noise complaints from the owners of the strata lot(s) below a strata lot that has installed hard-surface flooring, the council may require the owner of the strata lot with the hard-surface flooring to permit the strata corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the AIIIC rating of the flooring.
- (3) If as a result of the onsite testing, the AIIIC rating of a floor that has been installed or replaced after August 2, 2016 is:
- (a) 59 or lower, the council may do one or both of the following:
 - (i) charge the cost of testing the flooring to the owner of the strata lot in which the hard-surface flooring is installed;
 - (ii) require the owner of the strata lot with the hard-surface flooring to remove the hard-surface flooring and replace it with flooring that conforms with the bylaws;
 - (b) 60 or higher, the council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.

23. **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:
 - (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, 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) to ensure compliance with the Act or these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner, tenant or occupant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the strata corporation as a result of the failure to permit entry.

24. **Indemnification and insurance deductible**

- (1) An owner will cause a strata lot to be fully insured with third party liability coverage and deductible coverage and will provide evidence of such insurance coverage to the strata corporation upon request.
- (2) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, tenant, or occupant, or any member of their family or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (3) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation rendered necessary to the common property, limited common property, common assets or a strata lot if, at the conclusion of the investigation, it is determined that the cause of the problem is either a part of a strata lot that is the responsibility of an owner to repair, or arises as a result of an alteration to a strata lot or common property, including limited common property for which the owner is responsible to repair.
- (4) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner, tenant, or occupant, or any member of their family or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.

- (5) Without limiting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) clothes dryers;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) fish tank;
 - (viii) heating fan coil;
 - (ix) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or
 - (x) any other similar type of appliance, equipment or fixture;
 - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot.
- (6) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (7) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (8) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and their own client or on a full indemnity basis.

DIVISION 2 – COMMON EXPENSES

25. Common expenses

- (1) The strata corporation will be entitled to collect from the owners as part of their strata fees all amounts payable by the strata corporation under the bylaws of Dockside Green (Victoria) Society and under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and all amounts payable to Corix Multi-Utility Services Inc. – Dockside Green Energy Utility or Dockside Green Power Ltd. under the agreement between the strata corporation and Corix Multi-Utility Services Inc. – Dockside Green Energy Utility and under the documents registered under numbers FB251673, FB251674, and FB251675, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (2) The amount charged to the owner for use of the water supplied to their strata lot shall be based on the number of liters used multiplied by the rate per liter then charged to the strata corporation by the City of Victoria. The strata corporation must publish the City of Victoria's current charge per liter of water consumed in the minutes of each strata council meeting.
- (3) The amount charged to the owner for residential heating energy used by their strata lot shall be based on the number of kilowatt hours used multiplied by the rate per kilowatt hour then charged to the strata corporation pursuant to the agreement between the strata corporation and Corix Multi-Utility Services Inc. – Dockside Green Energy Utility, or its successor or assignees. The strata corporation must publish the current charge per kilowatt hour in the minutes of each strata council meeting.
- (4) An owner must pay the amounts charged to the strata lot pursuant to subsections (2) and (3) within 30 days of receiving an invoice from the strata corporation.
- (5) In the event the owner fails or refuses to pay four consecutive utility bills, the council may cease providing the utility to the owner's strata lot on 21 days' written notice.

DIVISION 3 – POWERS AND DUTIES OF STRATA CORPORATION

26. Notice and consent

- (1) If at any time under these bylaws, an owner, tenant or occupant is required to provide notice to the council or to obtain consent from the council, such notice and consent will be effective only if in writing.

27. 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, but in no case is the strata corporation responsible to repair and maintain the plants and landscaping in the rooftop garden areas designated as limited common property for strata lots 89 – 93 inclusive and 167 – 171 inclusive;
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building, including the roof of the building and any waterproof membranes located under the rooftop garden areas designated as limited common property for strata lots 89 – 93 inclusive and 167 – 171 inclusive;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
 - (vi) heating controllers, individual water meters and sunshade control boxes.

28. **Insurance**

- (1) The strata corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years, for the purposes of determining full replacement value pursuant to section 149 (4) (a) of the Strata Property Act.
- (2) For purposes of section 149 (4) (b) of the Strata Property Act, the strata corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) earthquake insurance; and
 - (b) Director's and officer's liability insurance for a minimum amount of \$2,000,000.

DIVISION 4 – COUNCIL

29. **Council size and eligibility**

- (1) The council must have at least 3 and not more than 7 members.
- (2) A spouse, including a common law spouse of an owner, parent or child of the owner or a parent or child of the spouse may stand for council, provided that the child is 19 years of age or older, with the written consent of the owner authorizing the spouse, parent or child to stand for council.
- (3) Only 1 council member per strata lot is allowed.
- (4) An owner, or an owner's spouse, parent or child, will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.
- (5) If a council member is unable to continue to be on council pursuant to subsection (4), then that council member is deemed to have resigned and the remaining members of the council may replace that member as permitted by bylaw 32.
- (6) To be eligible for election to the council, a person must be present at the general meeting or must have confirmed in writing in advance that he/she wishes to stand for election.
- (7) The election of each council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Council members are not to be elected by acclamation.
- (8) Council members must sign the *Agreement Regarding Acceptable Conduct for Strata Council Members*, prior to taking their seat on council.

30. **Council members' terms**

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

31. **Removing 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 council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

32. **Replacing council member**

- (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 section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

33. **Officers**

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, and a privacy officer and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) The privacy officer is responsible to ensure that the strata corporation complies with the *Personal Information Protection Act*.
- (5) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

34. **Calling council meetings**

- (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.

35. **Quorum of council**

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

36. **Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit owners to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) [repealed 2023]
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

37. Voting at council meetings

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

38. Council to inform owners of minutes

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

39. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or

- (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws or rules.
- (d) [repealed 2023]
- (5) Notwithstanding any other of these bylaws, the council and each owner acknowledge that the owner developer has established Dockside Green (Victoria) Society as a non-profit community association (the "Community Association") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "Community Amenities"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
 - (a) operate, manage and maintain the Community Amenities;
 - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
 - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
- (6) Each owner acknowledges that the strata corporation is a member of the Community Association, and each owner will cause the strata corporation to support the Community Association, pay any fees of the Community Association when due and comply with maintenance and construction standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.

40. **Spending restrictions**

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata corporation may only make the expenditure in accordance with this bylaw.
- (3) Subject to subsection 98 (2) of the *Strata Property Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than 5 % of the annual operating budget.
- (4) Despite subsections (1) and (3), 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.

- (5) The council may not acquire or dispose of personal property with a value in excess of \$3,000 unless the same is approved in the annual budget or by a 3/4 vote of the owners.

41. **Limitation on liability of council member or volunteers**

- (1) A council member or volunteer who has been delegated duties by the council in writing, 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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) Each council member or volunteer shall be indemnified and saved harmless by the strata corporation against any and all liability and costs, including legal costs as between a solicitor and their own client, for any acts or omissions while he or she was carrying out their duties as a member of the council or volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a council member or volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of their duties.

42. **Consents**

- (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.

DIVISION 5 – ENFORCEMENT OF BYLAWS AND RULES

43. **Maximum fine**

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule; and
 - (c) [repealed 2023]
 - (d) \$1,000 per day for each contravention of bylaw 10 (1) (a).

44. **Continuing contravention**

- (1) 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 except bylaw 10 in which case a fine may be imposed daily.

45. **Indemnification for bylaw breaches**

- (1) An owner shall indemnify and save harmless the strata corporation for any legal and administrative expenses including actual legal costs incurred or expended by

the strata corporation as a result of the strata corporation taking steps to enforce its bylaws and rules.

- (2) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, their tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

DIVISION 6 – ANNUAL AND SPECIAL GENERAL MEETINGS

46. Quorum

- (1) If at the time appointed for a general meeting:
 - (a) unless the eligible voters holding 1/3 of the strata corporation's votes are present in person or by proxy, a meeting held pursuant to section 43 of the Act is cancelled; and
 - (b) a meeting held other than pursuant to section 43 of the Act shall proceed and the persons present in person or by proxy and entitled to vote at any time during the meeting shall constitute a quorum.

47. Person to chair meeting

- (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.
- (4) Notwithstanding the foregoing, the chair of the meeting may appoint a facilitator to assist in the running of the meeting.

48. Participation by other than eligible voters

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

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

49. **Electronic attendance**

- (1) At the option of the council, attendance by persons at an annual or special general meeting may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) Proxy holders who attend electronically must submit the signed proxy to the strata corporation for certification as required by the council.

50. **Voting**

- (1) At an annual or special general meeting, voting cards must be issued to the eligible voters other than those attending electronically.
- (2) At an annual or special general meeting, a vote is decided in respect of:
 - (a) those attending in person by:
 - (i) show of voting card;
 - (ii) ballot; or
 - (iii) roll call, or some other method as decided by the chair;
 - (b) those attending electronically by:
 - (i) verbal communication;
 - (ii) email or text if permitted by the chair; or
 - (iii) any other electronic method that identifies votes of eligible voters.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards, by roll call, secret ballot or some other communication method, as appropriate for those attending electronically.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the 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) Only an election of council or a resolution requiring a 3/4 vote must be held by secret ballot, if the secret ballot is requested by a majority of eligible voters, except

that those attending electronically may be required to verbally communicate, email, or text their vote.

- (7) An owner will not be entitled to vote 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 Act.

51. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting; and
 - (n) terminate the meeting.
- (2) Despite subsection (1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

DIVISION 7 – SECURITY AND PRIVACY

52. Security access monitoring and video surveillance

- (1) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.
- (2) The owners authorize the strata corporation to install and operate an electronic card access system (“Key Fob”) and a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and common property, which other measures have failed to address.
- (3) The strata corporation shall be responsible to maintain the computerized records for the Key Fob and CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the Key Fob and CCTV systems.
- (4) The privacy officer shall be responsible to address all requests for access to the records of the Key Fob and CCTV system in accordance with the provisions of the Personal Information and Privacy Act (“PIPA”).

53. Key fob system

- (1) Key fobs are utilized to access the common areas of the strata corporation and are required for the safety and security of the owners, tenants and occupants.
- (2) The council may change the location of key fobs or add additional key fob receiver locations on one month’s written notice to the owners through the minutes of the council meetings.
- (3) The key fob system:
 - (a) records activity (the opening of doors) in the card access system’s controller internal memory buffer; and
 - (b) temporarily stores information in the system that can be queried, read and viewed via the card access system management software.
- (4) The computer containing the records of the key fob system shall be password protected and stored in a secure location.
- (5) The records shall only be accessed in the event of a breach of safety or security and access to the electronic records shall be restricted to council members.
- (6) Owners and tenants are responsible for all electronic key fobs and shall notify the council or the executive immediately if a fob is lost or stolen.
- (7) The council may not provide more than 5 fobs to the owners, occupants, tenants or guests of any strata lot.

- (8) The security FOB usage records will be retained for 6 months after which they will be overwritten except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.

54. **CCTV systems**

- (1) The CCTV camera system is a video surveillance system with cameras that are motion activated and operate 24 hours a day and 7 days a week.
- (2) The strata corporation is authorized to install 5 video surveillance cameras which will operate 24 hours per day, seven days per week in the lobby of each residential tower, parkade ramp facing the car gate, and one at each of the doors to the bicycle storage room for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.
- (3) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.
- (4) The video surveillance recordings will be maintained on a DVR hard drive that will be password protected and is located in a secure location.
- (5) The video surveillance recordings will be retained for 3 months after which they will be overwritten except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (2), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- (6) The video recordings may be accessed or disclosed only by at least 2 council members under one or more of the following circumstances:
 - (a) there is a breach of safety or security;
 - (b) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - (c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (2);
 - (d) to an owner, tenant, occupant, or visitor who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within 2 weeks of the image being recorded, in which case, the recording will be

retained for 30 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council; or

- (e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the strata corporation or any resident or visitor or is permitted by law.
- (7) In installing and/or maintaining the systems described herein, the strata corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

DIVISION 8 – VOLUNTARY DISPUTE RESOLUTION

55. 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 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 9 – SMALL CLAIMS

56. Small claims actions

- (1) Pursuant to section 171 of the Act, the 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 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 council has full authority to negotiate a settlement or discontinue or dismiss the action.

DIVISION 10 – SEVERABILITY

57. **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 paragraph, sub-paragraph 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.
- (2) 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. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.

Supplied to StrataDocs 2023/09/11
Ordered by Tom Fraser 2024/04/10