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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1579

THE OWNERS, STRATA PLAN VIS1579

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) of the Act, and that the supporting document is in your possession.

**Johnathan Justin
Hanson K3NY6J**

**Digitally signed by
Johnathan Justin Hanson
K3NY6J
Date: 2025-12-12
15:05:18 -08:00**

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Strata Property Act

FORM I

[am. B.C. Reg 312/2009, s. 7]

AMENDMENT TO BYLAWS

The Owners, Strata Plan VIS 1579 certify that the following 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 the Annual General Meeting held on 18 November 2025.

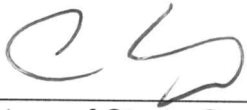
Resolution #8 - 3/4 Vote - Be it resolved by a 3/4 vote of the owners, strata plan VIS 1579 that the strata corporation amend its bylaws by repealing the approved bylaws adopted November 26, 2024, and adopt the attached bylaws dated October 29, 2025.

Carried - 46 votes in Favour, 8 votes Opposed, 0 abstentions.

Resolution #9 - 3/4 Vote - Bylaw Consolidation

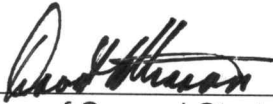
Be it resolved by a 3/4 vote of the owners, strata plan VIS 1579, that the registered bylaws of the strata corporation be amended by adopting all of the bylaw changes passed at today's meeting, renumbering and making non-substantive ancillary changes as required and by filing a new consolidated copy of the bylaws with the Land Title and Survey Authority which shall be deemed to be the bylaws of the strata corporation.

Carried - 54 votes in Favour, 0 votes Opposed, 0 abstentions.



Signature of Strata Council Member

CLINT FLOOD



Signature of Second Strata Council Member

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Bylaws Document - the Eagle Ridge Estates Strata Corporation

INTRODUCTION

1. Organization of this Bylaws Document. The document includes this Introduction, the Index, and the bylaws themselves. The Introduction and the Index are not bylaws.
2. This document provides the bylaws of the strata corporation known best as Eagle Ridge Estates (ERE). The strata was founded on 8 September 1987 when the Registrar of Land Titles accepted Phase 1 of the strata plan for registration, gave the plan the number 1579 and applied the designator VIS (Vancouver Island Strata). The strata plan was completed with registration of Phase 25 on 27 June 1991. The official strata corporation name is "The Owners, Strata Plan VIS 1579."
3. The postal address of the strata is 79-1255 Wain Road, North Saanich, BC, V8L 4R4. The address registered for legal purposes with the Land Title and Survey Authority (LTSA) of BC, often called the Land Title Office (LTO), is c/o Proline Property Management Ltd, 888 Attree Avenue, Langford, BC, V9B 0A6.
4. Eagle Ridge is a conventional strata. It includes 75 strata lots, all constructed as two-storey townhouses, arranged in sets of three. The sets of three townhouses are referred to here as clusters - they are also called "pods". The strata territory includes 75 acres, roughly 30 hectares, on the south side of Wain Road, in the District of North Saanich, at the mid-point between West Saanich Road and the Patricia Bay Highway. The main gates of the strata are at the height of land on Wain Road.
5. Eagle Ridge strata corporation has operated under its own bylaws since it was organized in accordance with the *Condominium Act* of BC, in force at the time of founding in 1987. The strata continues to operate under its own bylaws, now in accordance with the *Strata Property Act (Act)*, in force since 1 July 2000. At the Annual General Meeting in November 2001, Eagle Ridge owners declared by a better than 3/4 vote that the Schedule of Standard Bylaws issued with the *Act* did not apply here. As well, at that same meeting, all strata bylaws previously enacted were repealed and owners adopted a new set of bylaws developed to meet requirements of the *Strata Property Act*. The bylaws have been amended periodically since 2001.
6. These bylaws are subject to the *Act*, the *Strata Property Regulations*, the *BC Human Rights Code*, the *Personal Information Protection Act (PIPA)*, the *BC Health Act*, the *BC Sewerage Regulation* and other enactments of law. The latter enactments include, but are not limited to, applicable bylaws of the Capital Regional District (CRD) and the Municipality of the District of North Saanich (North Saanich; DNS).
7. The bylaws themselves are organized in Divisions for general convenience - similar subjects are grouped together. Bylaws are numbered: e.g. 2.. Bylaws may include bylaw sections indicated by letters: e.g. 4 a.; bylaw subsections are indicated by numbers in brackets: e.g. 5 b. (3); and bylaw subsections are indicated by letters in brackets: e.g. 12 d. (5) (b).
8. Strata Rules. The bylaws are supplemented by Strata Rules, organized by the Strata Council (Council) in accordance with section 125 of the *Act* to regulate use of common property and common assets. They are published separately. The bylaws take precedence over the Strata Rules.

9. Other Strata Publications. The Council provides the Resident Information Manual, the Strata Community Plan and the Strata Emergency Plan, all collections of information to aid understanding of how Eagle Ridge functions, as well as a booklet explaining alterations to strata lots and to common property and the related agreements between owners and the Strata Council. In the same manner as this Introduction, the Manual and its Addendums, the Community Plan, the Emergency Plan and the alterations booklet are not bylaws. The bylaws take precedence over all other Strata publications.

10. The Strata Plan. All strata corporations have a strata plan - it is a primary foundational document. A strata plan is a legal document drawn by a BC Land Surveyor which shows the complete territory of the strata, where the buildings which include strata lots are located on that territory and where strata lots are located in the buildings. Strata plans may be registered and issued as a single document or, as is true at Eagle Ridge, they can be issued in parts known as phases. Our strata plan has 25 phases, all very similar. Pages 4 and 5 from phase 10 of the ERE strata plan (townhouse cluster/pod A, strata lots 28, 29 and 30, units 1, 2 and 3) are provided to all owners separately for reference. The diagrams of the main floor and upper floor on those pages appear in all 25 phases of the strata plan, with virtually identical measurements in all phases. The part of the building named as a "patio" on the strata plan is known at ERE as the main deck; the plan item labelled "balcony" is known here as the upper deck. These deck definitions are used throughout the bylaws. A page from ERE strata plan phase 25 is also provided separately to all owners to show the final arrangement of Eagle Ridge residential buildings when the plan was completed in 1991.

11. A Strata Lot. The boundaries of the land in the strata lot are defined on the strata plan. Typical strata lots, including typical dimensions for the ground floor and upper floor, are shown on the separately provided pages from phase 10 of the ERE strata plan. ERE includes 75 strata lots.

12. Facts and Definitions (see also bylaw 52):

- a. Additions. There are no structures shown on the strata plan on the main deck or the upper deck or in the private yard area (PYA), all of which are parts of the strata lot. So, all structures of whatever kind built on the decks or in the PYA are considered to be additions or improvements to the original structure. They are therefore "alterations" of the strata lot and/or of the common property, regardless of whether they were installed by the owner developer at the time of construction (as an extra-cost option for a new townhouse) or they were added by owners in the years since house construction was completed. These alterations include glass solariums, all wooden-walled sunrooms, all additions made to the main deck support structure to increase the strength below the solariums and the sunrooms, all rooms built on the upper deck, all extensions of the main deck which pass over part of the PYA, all of the support structure for those deck extensions and any stairs between the main deck extensions and the ground;
- b. Exterior. Exterior means all aspects of the outside of the building including all roof surfaces, soffits, eavestroughs, rainwater gutters and leads, downspout pipes, exterior walls, windows, skylights and light tunnels, doors, decks (main and upper) and the chimney. The exterior is also often referred to as the building envelope. At Eagle Ridge, not all of the exterior of the residential buildings is common property and for that reason,

the repair and maintenance responsibility for the exterior is defined in these bylaws. Please see the diagram provided separately with the strata plan pages for the location of the parts of the original exterior walls, all generally south facing, which are actually within the strata lot and therefore are not common property;

- c. Structure. Structure means all building structural components including walls, posts, floors, beams, joists, stairways, fireplaces, all roof segments, trusses supporting all parts of the roofs, foundation walls and footings, and supports built between foundation walls and footings and the main floor joists in the crawl space;
- d. Common Property. The common property of the strata corporation includes all land and parts of the residential buildings shown on the strata plan which are not part of a strata lot. Common property is owned by the owners of all strata lots together as tenants in common, in a share equal to the unit entitlement (UE) of an owner's lot as stated on the strata plan. For all ERE strata lots, the UE = 1. Common property (CP) at ERE includes:
- (1) The crawl spaces under the level of the main floor in strata lots and all cables, wires, equipment and pipes installed there by the owner developer during construction or by the strata corporation, or installed by owners (current and past) as alterations to common property (regardless of whether the alterations were approved by the Council), all parts of the building structure located in and around the crawl spaces, and the floors in the crawl spaces;
 - (2) The attic spaces over the garage and over the rooms on the upper level of the strata lot as well as the ducts which pass through these spaces and connect bathroom and kitchen exhaust fans to vents on the building exterior;
 - (3) All parts of the building foundations including the foundation walls, all foundation footings and all supports built between foundation footings and foundation walls and the main floor joists;
 - (4) Roofs. All parts of the building roof, including roof sections over additions built on the main deck and upper deck, the vinyl upper deck where it is still in place, all skylights and sunscopes/light tunnels, rainwater gutters and leads, and downspout pipes;
 - (5) Footings, posts, beams and joists supporting the main deck surface as it is shown on the strata plan;
[Notes: A. Deck extensions built into the PYA plus the supporting structures for them plus the added railings as well as any stairs between the extensions and the ground, are all alterations to the strata lot, are not part of CP and are part of the owner's repair and maintenance responsibilities; and
B. See also paragraph 12 a. above regarding beams and joist modifications added to the main deck support structure to provide the greater strength needed due to the weight of glass solariums and wooden-walled sunrooms.]
 - (6) All land within the strata territory lying at ground level outside the foundation walls and the PYA, including all land under the main decks as well as all limited common property (LCP) within the strata territory if designated as such;

- (7) All constructions made by strata lot owners on the common property under the main deck, including added lower decks, as alterations to common property; and
- (8) All gardens, bushes or trees planted on the common property. Please see the Resident Information Manual regarding gardening near a strata lot.

e. Exterior Repair and Maintenance Situation Before Adoption of Bylaw 15 (at AGM 2025)
The strata plan designates the original main deck, the original upper deck and the PYA as being parts of the strata lot - i.e., they are all inside the boundaries of the strata lot. The original exterior walls, doors and windows which face the decks and the PYA are also all inside the strata lot. The exterior walls, doors and windows of additions built on the main deck and on the upper deck are also inside the strata lot. However, all other walls, doors and windows on the exterior of the residential buildings - those parts which, largely speaking, face north - are common property and a strata responsibility to repair and maintain. Bylaw 15, subject to Alteration and Indemnity Agreements which apply where owners have altered any exterior building components, assigns repair and maintenance responsibility for all residential building exteriors to the strata corporation.

13. Sources of Responsibility - Owners and the Strata Corporation. Over the years, owners at Eagle Ridge have devised a division of responsibilities for maintaining things here, with the main intent of keeping strata fees lower than would be true if the strata corporation maintained every bit of the common property. The primary tables explaining how this division began are included below. The details of the division are set out in the chart in the Resident Information Manual. The tables below are not bylaws. Owners are asked periodically at a strata general meeting to accept changes to the chart by an informal majority vote to show their acceptance of its provisions. By and large, owners have agreed to the division of responsibilities - this system works.

14. Insurance. The strata corporation is required by the *Act* to insure all strata buildings and certain built components of the common property (e.g. - the underground utility systems) for "replacement value new" - i.e., the cost to recreate the strata as it was built by the owner developer in 1987-1991, with all changes required to update the original 1987 construction design to meet the specifications of the current edition of the BC Building Code. The strata insurance does not cover: the personal property of owners; owners' out-of-pocket costs if they are forced out of their homes temporarily for any reason; the personal liability of owners as homeowners; or the personal liability of owners as owners in a strata corporation for various costs, including deductible amounts owners can be required to pay, particularly the large deductible payment required from each owner before strata earthquake insurance will begin to cover costs of rebuilding. Further, strata insurance does not cover costs of re-creating alterations or improvements made to a strata lot (including its non-structural fixtures and finishing) or to common property from the original design such as additions installed by the owner developer or such as alterations made by owners since the buildings were constructed - these additions and improvements are sometimes referred to as "betterments". Owners are strongly encouraged to obtain and maintain sufficient personal insurance to cover all of these requirements.

Primary Table 1 - Sources of Owner Responsibilities

An owner's responsibility to maintain or repair, and to pay for such, can come from three sources: a bylaw, a signed agreement with an individual owner, or through a general agreement within the community (community consensus). The latter is usually driven by owners' interests in providing flexibility and/or keeping strata fees reasonable. The following table contains common examples of each. Note: to avoid repetition in the table, the term "maintain" can include the responsibility to repair and also may include the responsibility for the costs of repairing or maintaining, if carried out by the strata. Please see the details in the chart in the Resident Information Manual.

Bylaw	Agreement (e.g. Alteration and Indemnity Agreement)	Community Consensus
Maintain their strata lot (i.e., from the drywall and the sub-flooring inwards.)	Maintain alterations to the strata lot, or to common property, as set out in the agreement (s).	Landscaping/gardening in front of the unit, and at the rear, and at one side where applicable.
Maintain some or all portions of any alterations made to their strata lot.		Landscaping/gardening of any portion of the common property modified by the owner, or by previous owners of the unit.
Maintain some aspects of limited common property (LCP) if it is designated.		Certain exterior maintenance activities.
Common examples: - Appliances and counter tops - Drywall and flooring - Garage door hardware & opener - Windows and doors in additions - Fireplace - Exhaust fans - Hot water heater in a strata lot - Glass solariums; sunrooms; and rooms on the upper deck.	Common examples: - Windows, doors and skylights added by an owner, either in additions or within the strata lot. - Side decks, deck extensions and stairs from main deck to the ground. - Woodsheds - Heat pumps - Railings replaced by owner	Common examples: - Hot water tanks in crawl space (Tanks in a garage are in a strata lot and are owner responsibility.) - Shovelling snow; cleaning inter-lock brick pathway and driveway. - Washing exterior windows. - Exterior light fixtures, faucets and personnel door hardware.

Primary Table 2- Sources of Strata Responsibilities

The *Strata Property Act (Act)* makes the strata corporation responsible for repair and maintenance of all common property, with certain exceptions. The *Act* allows the strata corporation, by passing a bylaw, to take on additional maintenance responsibilities for building components that are legally within the strata lot, and therefore normally the responsibility of the individual owners.

Legislation	Bylaw
Strata Duty to Repair & Maintain Common Property	Assumption of some aspects of strata lot maintenance
Common examples: - Roof, siding, windows and doors on the exterior of the unit (excluding any portions that may be within a strata lot) - Deck supporting structure (main deck as built) - Septic, water, drainage and electrical systems. - Roads; Trees and other vegetation, trails, etc.	Common examples: - Windows, doors and walls facing onto main and upper decks and the private yard area (PYA) (legally within the strata lot but physically parts of the building exterior.)

Bylaws Document - the Eagle Ridge Estates Strata Corporation

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The Bylaws of the Eagle Ridge Estates Strata Corporation
The Owners, Strata Plan VIS 1579

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Definitions - see bylaw 52 - Severability and Interpretation and Definitions.

1. Payment of Strata Fees

- a. An owner must pay strata fees on or before the first day of the month to which the fees relate.
- b. If an owner is late in paying his or her strata fees, the Strata Council (Council) may charge interest on the late payment amount at the rate of 10% per annum, calculated annually, compounded annually and applied to the late payment monthly commencing from the date the payment was due. The interest charge will continue until the last day of the month in which the late payment and the accumulated interest are paid. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of section 116 of the *Strata Property Act (Act)*.

2. Payment of Special Levies

- a. An owner must pay a special levy in full on or by the date or dates specified in the resolution passed at a strata general meeting which authorized the levy.
- b. An owner must pay a special levy in full on or by the date specified in the resolution passed by the Council imposing a special levy in an emergency or as authorized by the *Act*, section 158.
- c. An owner whose special levy payment is late will, after one warning, be charged interest at the rate of 10% per annum calculated annually, compounded annually and applied to the late payment amount monthly beginning on the first day of the month after the delinquency began. The interest charge will continue until the last day of the month in which the late payment amount and the accumulated interest are paid.

3. Financial (Fiscal) Year of the Strata Corporation

The strata corporation financial year begins on 1 October and ends on the following 30 September.

4. Repair and Maintenance of Property by the Owner

- a. Except for repair and maintenance that is the responsibility of the strata corporation under these bylaws or other law, an owner must repair and maintain the owner's strata lot including, but not limited to, these components:
 - (1) all appliances and plumbing fixtures on or above the main floor in the strata lot;
 - (2) electrical and plumbing lines which are above the main floor, are not located within a boundary wall and serve only the strata lot;
 - (3) all fixed lighting in the strata lot;
 - (4) flooring and sub-flooring in the strata lot;
 - (5) all counters, counter tops and cabinets;
 - (6) interior doors and the related hardware;

- (7) drywall and ceilings;
- (8) bathroom and kitchen exhaust fans; and
- (9) garage door tracks, pulleys, springs, opening/closing machinery plus all controls.

b. Wood-burning Fireplaces.

All wood burning fireplaces, active or not, and the chimney flues they are connected to that have not been decommissioned and capped closed, shall be inspected annually by the strata corporation to meet requirements of the strata insurance and the BC Fire Code. Council arranges and pays for these annual inspections. If the inspection finds that repair or maintenance of the fireplace and/or the chimney flue is required, Council will arrange for the work to be done. The owners will be responsible to pay directly their share of the costs for the repairs and maintenance directly. The inspecting contractor will provide Council with a record of all inspections.

c. Propane Fireplaces and Other Appliances:

- (1) Owners of a strata lot with a propane fireplace or other propane appliances are strongly recommended to have the fireplace, other appliances, the gas line(s) and the propane tank(s) inspected and maintained by a licensed gas fitter at least once every two years; and
- (2) The owner must carry out any repairs or maintenance recommended by the gas system inspector within 30 days of the inspection.

d. Smoke alarms. Owners shall ensure that smoke alarms installed in the strata lot are tested at least annually, and are maintained and kept functional with batteries replaced as required. Owners shall replace the alarms when they become time expired.

e. Common Property (CP) (including all crawl spaces and attic spaces):

- (1) An owner must, subject to the terms of an Alteration and Indemnity Agreement, pay the strata corporation's costs to repair or maintain alterations to the common property which he or she has the benefit of, which were made by him or her, or by a previous owner of that strata lot, and the current owner has signed an Alteration and Indemnity Agreement regarding the alteration; or
- (2) When no Alteration and Indemnity Agreement (formerly known as an Alteration Waiver) exists for an alteration made to common property, whether made by the current owner of the strata lot which has the benefit of the alteration or by a previous owner of that strata lot, the Council may request the current owner to assume responsibility for the alteration and to pay the costs, if any, incurred by the strata corporation to repair and maintain that alteration by signing an Alteration and Indemnity Agreement.

f. Owners:

- (1) are responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot (including glass solariums, wooden-walled sunrooms and rooms built on the upper deck) or to limited

common property if assigned to them, and must, subject to the terms of an Alteration and Indemnity Agreement, pay the strata corporation's costs to repair or maintain additions, improvements or alterations to the common property, which they have the benefit of, which were made by them or by a previous owner of their strata lot;

- (2) are responsible for any damage to their strata lot, assigned limited common property, if any, or to the common property that is caused by or arises out of the failure by the owner to repair, maintain or replace any improvements, alterations and additions made to their strata lot, assigned limited common property, or common property which they have the benefit of, which were made by them or by a previous owner of their strata lot; and must:
 - (3)
 - (a) remove and replace any improvements, alterations, and additions to their strata lot or assigned limited common property, and/or
 - (b) pay the strata corporation's costs for the removal and replacement of any improvements, alterations and additions to the common property, that is necessary to allow the strata corporation to gain access to an underlying building component that it must repair and maintain under the *Act* or these bylaws, for the purpose of repairing or maintaining that component.
- g. Responsibility for Repair and Maintenance of Limited Common Property (LCP). An owner who has the use of limited common property shall repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- h. Owners, occupants and tenants shall not allow a strata lot to become unsanitary or a source of odours or pests, or a hazard, and shall not leave, pile or store an unsafe amount of personal belongings, garbage or materials accumulated for recycling or composting, within a strata lot, including in the garage, on the main deck, on the upper deck, or in the crawl space or attic spaces or elsewhere on the common property.
- i. If an owner, occupant, or tenant is found by Council to have breached bylaw sections 4 a. to 4 h., then the strata corporation, after following the procedures required by section 135 of the *Act* and stated in bylaw 35 below, may, after giving the owner or tenant seven (7) days' notice in writing:
- (1) enter the strata lot and carry out any work necessary to remedy the contravention; and
 - (2) charge back to the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but
 - (3) shall not establish a lien against the strata lot for the cost of the remedial work.

- j. Responsibility for Work Ordered by a Public Authority:
- (1) An owner must promptly carry out all work ordered by any public authority which relates solely to his or her strata lot and does not benefit the strata corporation as a whole;
 - (2) If an owner, contrary to bylaw subsection 4 j. (1), after receiving the notice or order from a public authority either directly or through the strata corporation, fails to carry out the required work by the date specified in the order, then the strata corporation, as authorized by section 85 of the *Act*, may, after seven (7) days' notice given to the owner in writing, enter into the strata lot, carry out the required work and charge back to the owner the cost of such work; and
 - (3) If the owner fails to pay or refuses to pay the cost of remedial work carried out in accordance with bylaw subsection 4 j. (2), then the strata corporation may place a lien against the owner's title to the strata lot to secure its claim for that cost.

5. Use of Property

- a. An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, assigned limited common property, if any, 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*.
- b. An owner, tenant, occupant or visitor shall not use a strata lot, the common property, assigned limited common property or common assets in a way that, in the opinion of the Council:
 - (1) causes a nuisance or hazard to another person;
 - (2) causes unreasonable noise;
 - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (4) is contrary to a purpose for which the strata lot or common property is intended to be used as shown expressly or by necessary implication on or by the strata plan;
 - (5) is illegal, or contrary to any statute, rule, bylaw or ordinance of the Government of Canada, the Government of British Columbia, or a local or municipal government; or
 - (6) is inconsistent with its use as a residence, and may not conduct any business or any profession from a strata lot or the common property that results in clients, customers, or employees attending the strata lot or coming onto the common property.

- c. Prohibition - License of Use of a Strata Lot as Temporary Accommodation for Remuneration
- (1) No owner, tenant or occupant will for any reason grant a license to any person to occupy a strata lot for the purpose of short-term accommodations, temporary accommodations, or vacation rentals for remuneration. Without limiting the generality of the foregoing, no owner, tenant or occupant will license use of a strata lot under any of the following arrangements:
 - (a) as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations;
 - (b) as a boarding house;
 - (c) through any internet website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to, www.Airbnb.com, www.vrbo.com and other similar websites;
 - (d) through any application software (app) designed for booking short term accommodations, temporary accommodations or vacation rentals;
 - (e) through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term accommodations, temporary accommodations or vacation rentals; or
 - (f) at a daily, nightly or weekly rate.
 - (2) No owner, tenant or occupant will advertise a strata lot as available for any of the purposes set out in bylaw subsection 5 c. (1).
- d. When an owner, occupant or tenant contravenes bylaw subsection 5 c. (2), the owner or the tenant, may, subject to the facts being proven in accordance with the procedures required by section 135 of the *Act* and specified in bylaw 35 below, be subject to a fine of up to \$200.00 for each occurrence when the strata lot is advertised or marketed contrary to bylaw subsection 5 c. (2). When the offender is a tenant, the strata corporation, following due process, will first take action to collect the fine from the tenant, advising the landlord and the owner. If the tenant refuses to pay the fine, the strata corporation will then take action to collect the fine from the landlord or from the owner.
- e. When an owner, occupant or tenant contravenes bylaw subsection 5 c. (1), the owner or the tenant, may, subject to the facts being proven in accordance with the procedures required by section 135 of the *Act* and specified in bylaw 35 below, be subject to a fine of up to \$1000.00 for each day or night the strata lot is used as temporary accommodation in contravention of bylaw subsection 5 c. (1). When the offender is a tenant, the strata corporation, following due process, will first take action to collect the fine from the tenant, advising the landlord and the owner. If the tenant refuses to pay the fine, the strata corporation will then take action to collect the fine from the landlord or from the owner.

6. Inform The Strata Corporation - Owners and Tenants

- a. Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of: his or her name; strata lot number; telephone number(s); email address (only if provided voluntarily by express consent); mailing address outside the strata plan, if any; the preferred means of receiving notices from the strata corporation and Council and the address, postal or email, to which the notices are to be sent; the name(s) of all persons who are living in the strata lot; and such additional information as the Council may reasonably request. The owner must promptly tell the Council in writing of any changes to this information within two weeks of the change.
- b. On request by the Council or by a Council member, any occupant, tenant or visitor must provide his or her name and the unit number of the strata lot they are residing in or visiting.
- c. Owners and tenants will be requested and encouraged to expressly consent to providing an email address to the Council for the purpose of receiving notices, records or documents from the strata corporation.
- d. The strata corporation may provide owners and tenants with documents, notices of Council meetings, notices of general meetings and notices of electronic general meetings at the email address provided in accordance with bylaw section 6 c. above. If an email address has not been provided, the strata corporation will provide the documents and notices via postal mail.

7. Notices: Strata Corporation to Owners; and Owners to the Strata Corporation

- a. Any notice required to be issued by the strata corporation to an owner under the *Act*, the *Strata Property Regulation (Regulation)*, these bylaws or the Strata Rules shall be well and sufficiently given if mailed to the owner at the address of his or her strata lot, or given to an adult person residing at that address, or sent to the owner by email if he or she has consented to receive strata notices by that electronic means.
- b. A notice given by postal mail or sent by email shall be deemed to have been given four days after it is posted or sent, as applicable.
- c. An owner shall advise the Council in writing of a change of his or her postal or email address, as applicable, within two weeks of the effective date of the change.
- d. Any notice required to be given by an owner to the strata corporation under the *Act*, the *Regulation*, these bylaws or the Strata Rules shall be well and sufficiently given if handed to a Council member, mailed to the strata corporation at its registered address, sent to the strata corporation email address as advised by the Council from time to time or by putting it through the mail slot in the strata mailbox. A notice from an owner will be deemed to have been delivered four days after being placed in postal mail, sent by email or pushed through the mail slot in the strata mailbox.

8. Residency

- a. For purposes of these bylaws, any reference to residents shall mean any person, except a house-sitter, living continuously for more than 3 (three) months in a strata lot;
- b. Each strata lot shall be used exclusively as a single-family dwelling. The term "residents" may include a live-in caregiver or housekeeper;
- c. The design and proper functioning of the strata septic systems require that a strata lot will house not more than three residents. The number of residents in a townhouse cluster, also known as a "pod", shall not exceed nine (9). The Council may verify the number of residents living in a strata lot in such reasonable manner as it chooses.
- d. Temporary Occupation of a Strata Lot. Owners may permit temporary occupation of their strata lot for up to 180 days at one time by up to three persons who are caring for the strata lot and any resident pets during an absence of the owner - "house sitters". Owners must provide the house sitters with a copy of the bylaws, the Strata Rules, the Resident Information Manual and the Strata Emergency Plan. Before departing, the owner will provide the Council and the emergency coordinator in that townhouse cluster with the full name(s) of the house sitter(s), their personal telephone numbers and the house sitter(s)' vehicle identification, if applicable. Persons temporarily occupying the strata lot under authority of this bylaw subsection are not residents in the strata lot, are not tenants under a residential lease (tenancy agreement) but are subject to bylaw section 5 c. Any penalties for contraventions of bylaw subsections 5 c. (1) or 5 c. (2) which are proven in the manner required by section 135 of the *Act* and stated by bylaw 35 below shall be payable by the owner of the strata lot.

9. Permit Entry to a Strata Lot

- a. An owner, tenant, occupant or visitor must allow a person authorized by the Council to enter the strata lot:
 - (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (2) at a reasonable time, on 48 hours' written notice:
 - (a) 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 the *Act*; or
 - (b) to ensure compliance with the *Act*, the *Regulation*, these bylaws and Strata Rules.
- b. The notice referred to in bylaw subsection 9 a. (2) must include the date and approximate time of intended entry, and the reason for entry.

10. Pets

- a. An owner shall not keep pets other than dogs, cats or caged birds, with a limit of 2 such pets per strata lot at any one time. If a person who is a retired member of a guide or service dog team becomes an occupant of a strata lot in which 2 pets already reside

and the person has a retired guide or service dog, that dog shall not be counted in the limit of 2 pets being kept in that strata lot. The Council may ask the person for a copy of the certificate(s) issued under the *Guide Dog and Service Dog Act* for himself or herself as well as for the dog.

- b. Neither dogs nor cats shall be permitted to roam freely on the common property. When on common property, all dogs and cats shall be kept on a leash and be under the control of the owner, tenant, occupant or visitor;
- c. Owners, tenants, occupants or visitors are responsible for cleaning up waste created by the dogs and/or cats under their control when on common property. Such waste shall not be disposed of by throwing it into the bushes along Eagle Ridge trails or roads or into any other place across the common property of the strata territory except in a proper receptacle;
- d. Pet birds shall be housed and enclosed at all times in the strata lot;
- e. Should a pet be proven, in the manner required by section 135 of the *Act* and specified by bylaw 35 below, to constitute a hazard or nuisance to other owners, tenants, occupants or visitors, then such pet shall be removed from strata territory as directed by written notice from the Council.

11. Prohibitions (See also bylaw section 5 c. above.)

- a. General Prohibitions. An owner, tenant, occupant or visitor shall not:
 - (1) Create open fires fuelled by wood, leaves or other combustible materials of any kind on the common property or in the private yard area (PYA);
 - (2) Use a barbeque or a similar cooking device or a closed heating device anywhere on the common property or a strata lot except on the decks and driveways or in the PYA;
 - (3) Use a strata lot for any purpose which creates undue traffic or noise between 11:00 PM and 7:00 AM;
 - (4) Install any awnings, window guards or deck privacy screens unless such installations are approved as alterations by the Council;
 - (5) Erect on or fasten to the strata lot or CP any television or radio antenna or similar equipment unless the installation is approved by Council as an alteration;
 - (6) Erect, place or display any signs, billboards, notices or other advertising matter of any kind on the exterior of a strata lot or on the common property except as permitted under provincial and federal election laws and as permitted for real estate sale signs in these bylaws;
 - (7) Paint or alter any exterior surface or deck surface in any colour or shade not approved by owners as described in Appendix 1 to these bylaws or make modifications to exterior personnel doors without an alteration agreement approved by the Council;

- (8) Use any sort of bicycle or motorized vehicle on the Eagle Ridge trails except those utilized by persons with disabilities; use of bicycles on ERE paved roads is permitted;
 - (9) Plant or cultivate invasive species anywhere on the common property. Invasive species include, but are not limited to, Lamium, Japanese knotweed, English holly, Scotch broom and English ivy. The Council can, and will, remove any such plants found growing on the common property. If the identity of the planter can be proven in accordance with section 135 of the Act and in the manner specified in bylaw 35 below, the Council may impose the costs of removal on that person, if the person is an owner. Growing any plants of these invasive species in strata lots is also forbidden.
 - (10) Make any agreement to provide food and/or lodging in a strata lot to any person for compensation. This prohibition does not preclude an owner from sharing expenses with another person who also resides in the strata lot;
 - (11) Hold garage sales in a strata lot or on the common property;
 - (12) Install or use a garburator;
 - (13) Install any decorative plants within 15 inches/38 centimetres of the exterior walls of a residential building;
 - (14) Install any decorative plants within 15 inches/38 centimetres of the outside edge of the main deck when the surface of the main deck is less than 30 inches/76 centimetres from the ground; or
 - (15) Restrict in any way the natural air flow under the main deck or allow the top six inches/15 centimetres of the footings for the deck or stair support posts or the bases of the stair stringers to become covered with earth or any vegetation.
- b. Smoking Ban on Common Property.
- (1) Smoking tobacco in any form or smoking any form of cannabis or engaging in "vaping" with an electronic cigarette is strictly prohibited everywhere on the common property of the strata corporation at all times. Owners shall advise all contractors and guests of this prohibition;
 - (2) Any owner who rents, leases, or otherwise allows someone other than the owner to reside within or occupy a strata lot shall tell those persons that smoking or engaging in "vaping" is prohibited everywhere on the common property;
 - (3) An owner who sells a strata lot shall tell his or her realtor and all potential buyers that smoking or engaging in "vaping" is prohibited everywhere on the common property.
- c. Speed Limit on Eagle Ridge roads. The speed limit on all ERE roads is 30 kilometres per hour.

- 12. Obtain Approval Before Altering a Strata Lot [Note: See bylaw 13 on alterations to CP.]**
- a. An owner wishing to alter a strata lot must obtain the written approval of the Council before installing, removing, replacing, adding to or making any changes to:
 - (1) chimneys, stairs, the main deck, the upper deck or other things attached to the exterior of a strata lot;
 - (2) doors or windows (including the casings, frames and sills of such doors and windows) on the exterior of a building;
 - (3) railings or similar structures that enclose the main deck or the upper deck;
 - (4) interior walls or the central staircase joining the main floor and the upper floor;
 - (5) any plumbing, gas or electrical services in a strata lot which require a permit from a provincial agency or from the District of North Saanich;
 - (6) furnaces, heat pumps or air conditioners or components of any of these items located in a strata lot where the desired changes require a permit from a provincial agency or from the District of North Saanich;
 - (7) common property located within the boundaries of a strata lot; or
 - (8) parts of a strata lot which the strata corporation must insure under the Act, section 149.
 - b. The Council will prescribe and provide the form on which the application for permission to alter a strata lot must be made and on which Council permission, if granted, will be recorded. Council will also prescribe the information which must accompany the application. The Alteration and Indemnity Agreement must be complete in all respects and signed by the owner(s) before the Council will approve it and then agree to the start of work on the alteration.
 - c. Owners applying for permission to make an alteration to a strata lot shall also comply with Appendix 1 to these bylaws, *Criteria Pertaining to Alterations, Installations and Structures*. For greater surety, Appendix 1 is incorporated into these bylaws by reference.
 - d. Extensions of the main deck and railings will only be permitted into the private yard area, with small encroachments over common property as needed to join the extension to the original main deck and to allow for construction of a stairway to the ground.
 - e. When asked for permission to alter portions of a strata lot which are clearly visible to neighbours of that lot, the Council shall consult with those neighbours regarding the proposed changes. Consultation results will be reviewed by Council when considering the application, but are not binding on the Council.
 - f. Alterations to plumbing piping or drains, electrical wiring, or gas fittings which require a permit from a provincial agency or from the District of North Saanich require Council permission in advance and shall only be made by a licensed plumber, electrician, or gas fitter, as applicable.

- g. The strata corporation must not unreasonably withhold its approval of alterations in a strata lot. An owner wishing to alter items listed in bylaw sections 12 a. or 12 f. above shall provide the Council with:
- (1) The completed application plus the documents detailed in Appendix 1 including any building permits and related documents required by the District of North Saanich; and
 - (2) Evidence, if requested by the Council, of appropriate course of construction insurance coverage relating to the alteration.
- h. As a condition of approval for requests to alter a strata lot, the Council shall require the owner to indemnify and save harmless the strata corporation, the Council and all other owners from liability for any costs, expenses or damages, including all legal costs on a solicitor and own client basis, arising as a result of the alteration, and to agree that he or she shall thereafter also be solely responsible for the costs of all maintenance and repair of such alteration. The Alteration and Indemnity Agreement, if approved, includes Council permission to make the alteration and establishes the required indemnity.
- i. Council approval and owner acceptance of the terms and conditions of the approved alteration request shall be documented in the Alteration and Indemnity Agreement, made in two copies, both of which shall be original. The Agreement must be complete in all respects and signed by the owner(s) before Council will approve it and agree to the start of work on the alteration. The approved agreement will be held by the Council and by the owner, with a complete copy provided to the strata manager. A copy of the approved Agreement shall be attached to all *Strata Property Regulation* Form B Information Certificates issued for that strata lot.
- j. If Council approves an application to make an alteration in a strata lot, the work must be completed within six months of the approval date unless the Council has agreed to a longer completion period.
- k. Construction debris and other unwanted items resulting from an alteration to a strata lot must be removed by the contractor(s) or owner and not left on the common property. The owner must clean up any mess made by the contractor on common property. If the owner fails to do so, then the strata corporation may clean up any such mess and charge back the costs to the owner.
- l. Council may request owners of strata lots found to include undocumented alterations or alterations for which the documentation on file is defective or deficient to sign new Alteration and Indemnity Agreements covering such alterations.
- m. On change of ownership of the strata lot, Council shall request the purchasing owner to sign a Novation Agreement to accept the obligations, terms and conditions as stated in the Alteration and Indemnification Agreement. The selling owner of the strata lot is responsible to inform his or her realtor of this bylaw requirement.

- 13. Obtain Approval Before Altering Common Property. [Strata lot alterations - bylaw 12.]**
- a. Common property (CP) in Eagle Ridge includes:
- (1) The crawl spaces under the level of the main floor in strata lots and all wires, cables, equipment and pipes installed there by the owner developer at time of construction or by the strata corporation, or installed by owners (current and past) as alterations to common property, regardless of whether or not the alterations were approved by Council, plus all parts of the building structure located in and around the crawl spaces, and the floors in the crawl spaces;
 - (2) The attic spaces over the garage and over the rooms on the upper level of the strata lot as well as ducts which pass through these spaces and connect bathroom and kitchen exhaust fans to vents on the building exterior;
 - (3) All parts of the building foundations including foundation walls, all foundation footings and all vertical supports built between footings and foundation walls and the main floor joists;
 - (4) Roofs. All parts of the building roof, including roof sections over additions built on the main deck and upper deck, the vinyl upper deck if it is still in place, all skylights, rainwater gutters and leads and downspout pipes;
 - (5) Footings, posts, beams and joists supporting the main deck surface, including any such components added to provide greater support required by the increased weight of glass solariums or wooden-walled sunrooms; and
 - (6) All land within the strata territory lying outside building foundation walls, including all land under the main decks and including all limited common property (LCP) if designated anywhere on the strata territory.
- b. An owner shall obtain the written approval of the Council before making an alteration to common property or common assets. If the Council considers that the proposed alteration will result in a significant change to the use or appearance of common property, the change must first be approved by a positive 3/4 vote of the owners at a strata general meeting as required by the *Act*, section 71. Appendix 1 to these bylaws includes definition of certain alterations to common property which the strata corporation has agreed by a positive 3/4 vote at a strata general meeting to be non-significant changes in use or appearance.
- c. The Council will prescribe and provide the form on which the application for permission to alter CP must be made and on which the Council permission, if granted, will be recorded. Council will also prescribe the information which must accompany the application. The Alteration and Indemnity Agreement must be complete in all respects and signed by the owner(s) before Council will approve it and agree to the start of work on the alteration.
- d. Neither the strata corporation nor the Council is under any obligation to approve an application for permission to make an alteration to CP or assigned limited common property, if any, or common assets.

- e. Owners applying for permission to make an alteration to CP shall also comply with Appendix 1 to these bylaws, *Criteria Pertaining to Unit Alterations, Installations and Structures*. For greater surety, Appendix 1 is incorporated in these bylaws by reference.
- f. On receipt of an application for permission to alter CP, the Council shall consult with neighbours who may be affected by the proposed alteration. The findings of the consultation will be considered by Council when deciding on the application, but are not binding on the Council.
- g. Alterations to plumbing piping or drains, electrical wiring, or gas fittings which require a permit from a provincial agency or from the District of North Saanich require Council permission in advance and shall only be made by a licensed plumber, electrician or gas fitter, as applicable.
- h. Any owner wishing to make alterations to CP or common assets shall provide the Council with:
 - (1) The completed application plus the documents detailed in Appendix 1 including any building permits and related documents required by the District of North Saanich; and
 - (2) Evidence, if requested by the Council, of appropriate course of construction insurance coverage relating to the alteration.
- i. As a condition of approval of a request to alter CP or common assets, the Council will require the requesting owner who will benefit from the alteration to indemnify and save harmless the strata corporation, the Council and all other owners from liability for costs, expenses, damages or other charges, including all legal costs on a solicitor and own client basis, arising as a result of the alteration, and to agree in writing that he or she shall thereafter be solely responsible for the costs of maintenance and repair of the alteration. The Alteration and Indemnity Agreement, if approved, includes Council permission to make the alteration and establishes the required indemnity.
- j. Council approval and owner acceptance of the terms and conditions of the approved alteration request shall be documented in the Alteration and Indemnity Agreement, made in two copies, both of which shall be original. The Agreement must be complete in all respects and signed by the owners before Council will approve it and agree to the start of work on the alteration. The approved agreement will be held by the Council and by the owner, with a complete copy provided to the strata manager. A copy of the approved Agreement shall be attached to all *Strata Property Regulation* Form B Information Certificates issued for that strata lot.
- k. The Council may request owners of strata lots standing above crawl spaces containing undocumented alterations to CP to assume responsibility for strata corporation costs, if any, to repair and maintain such alterations by signing an Alteration and Indemnity Agreement covering the alteration(s). If a crawl space includes alterations for which the documentation on file is defective or deficient, the Council may request the owner of the strata lot above to sign new Agreements covering such alterations.

- l. An owner making alterations to CP will be solely responsible for any damage to and subsequent costs of repair of the common property as well as for any and all legal costs incurred by the strata corporation, on a solicitor and own client basis, in collecting the cost of repairs.
- m. On change of ownership of the strata lot, the Council shall request the purchasing owner to sign a Novation Agreement to accept the obligations, terms and conditions stated in the Alteration and Indemnification Agreement. The selling owner of the strata lot is responsible to inform his or her realtor of this requirement. Should the purchaser decline the request to assume responsibility for the strata corporation's costs, if any, to repair and maintain the alteration, the Council, in its sole discretion, may remove the alteration and charge back to the new owner the costs of removal and the restoration of the CP to its condition existing before the alteration was made.
- n. If Council approves a request to make an alteration to CP or common assets, the work must be completed within six months of the date of approval unless Council has agreed to a longer completion period.
- o. Construction debris and other unwanted items resulting from an alteration to common property shall be removed by the contractor or owner and not left on the common property. The strata lot owner shall be responsible for the cleanup of any mess made by the contractor on the common property. If the strata corporation is required to clean up any such mess, it will charge back the costs of the cleanup to the owner.

Division 2 – Powers and Duties of the Strata Corporation

14. Repair and Maintenance of Common Property by the Strata Corporation

- a. The strata corporation shall repair and maintain all of the following:
 - (1) common assets of the strata corporation;
 - (2) common property (CP) that has not been designated as limited common property (LCP) including, but not limited to:
 - (a) all roofs including roofs over alterations;
 - (b) the vinyl upper deck where it is still in place;
 - (c) skylights and similar openings for light in any roof segment;
 - (d) all foundation walls and foundation footings around the perimeter of each strata lot as well as the foundation components between those walls and the main floor joists as well as all similar foundation walls, footings and components standing within the crawl space, plus the crawl space floors;
 - (e) walls, windows and doors, all generally north facing, that face or open onto the CP, including the garage doors. Responsibility for the costs of maintenance may be affected by Alteration and Indemnity Agreements;
 - (f) all components of the supports for the main deck. Responsibility for costs of repair and maintenance may be affected by Alteration and Indemnity Agreements;

- (g) all attic spaces;
 - (h) all crawl spaces. Responsibility for costs of repair and maintenance may be affected by Alteration and Indemnity Agreements; and
 - (i) all common property external to the foundation walls of the residential buildings across all of the territory of the strata plan.
- (3) a strata lot in this strata plan, but the duty to repair and maintain it is restricted to:
- (a) the structure of the residential building in which the strata lot is located;
 - (b) exterior walls of a building (except for walls of an addition to a strata lot made by alteration);
 - (c) the main deck, the upper deck, chimneys, stairs and other things attached to the exterior of a building;
 - (d) railings and similar structures enclosing the main deck and upper deck;
 - (e) recognizing always that responsibility for costs of repair and maintenance may be affected by Alteration and Indemnity Agreements.
- b. Notwithstanding bylaw section 14 a., the strata corporation is not obligated to maintain, repair or replace any alterations, additions or improvements made by an owner to a strata lot to CP, or to LCP if any is assigned, or to pay the cost of repairing and maintaining any alteration made by an owner to CP, and/or LCP, and documented in an Alteration and Indemnity Agreement, all of which shall be the sole responsibility or cost (as the case may be) of the owner of the strata lot which has the benefit of such alteration. In a case of an alteration to CP or common assets made by an owner and not documented in an Alteration and Indemnity Agreement, the Council shall request the owner of the strata lot which has the benefit of such alteration to assume responsibility for strata corporation costs, if any, for repair and maintenance of that alteration by signing an Alteration and Indemnity Agreement.

15. Repair and Maintenance of Specific Parts of Strata Lots by the Strata Corporation - Permanently

- a. Strata Corporation Assumption of Maintenance Responsibility.

To provide a common level of repair and maintenance for all of the exterior of all strata lots, the strata corporation, as authorized by section 72 (3) of the *Strata Property Act*, from the date on which this bylaw becomes effective and in accordance with the conditions stated at bylaw section 15 b. below, permanently assumes responsibility to repair and maintain:

- (1) The walls, doors and windows, all generally south facing, which face the main deck and the upper deck where it still exists;
- (2) The surfaces of the main deck and the upper deck where it still exists as well as the railings around those decks;
- (3) The exterior walls, doors and windows of all additions built on the main deck or on the upper deck. The roof segments over these additions are all common property; and

(4) The walls, doors, and windows which face the PYA, including the chimney.

b. Conditions:

- (1) All changes which owners wish to make to any part of the strata lot defined in bylaw section 15 a. above shall be proposed as alterations to common property in accordance with bylaw 13 above; and
- (2) When an Alteration and Indemnity Agreement (formerly known as an Alteration Waiver) exists between the Council and an owner, current or past, regarding an alteration to any part of the strata lot defined in bylaw section 15 a. above, the owner must reimburse the strata corporation for its costs of repair and maintenance of that alteration. Where an alteration was made by a previous owner to any part of a strata lot defined in bylaw section 15 a. above and was not documented in an Alteration and Indemnity Agreement, the Council may request the current owner of the strata lot, which has the benefit of such alteration, to assume responsibility for strata corporation costs, if any, of maintenance and repair of that alteration by signing an Alteration and Indemnity Agreement.

16. Repair and Maintenance of Specified Parts of Strata Lots by the Strata Corporation - Temporarily

As authorized by section 72 (3) of the *Act*, the strata corporation may by resolution temporarily assume responsibility for repair and maintenance of parts of a strata lot not named in bylaw 15. Such an assumption of responsibility will require approval by a positive 3/4 vote of the strata corporation at a strata general meeting. The resolution authorizing the assumption of responsibility will clearly identify the purpose of the project, the affected parts of the strata lot(s), the strata lots affected, the work to be done, the effective period of the resolution and the method(s) which will be used to finance the project.

17. Acquisition and Disposal of Personal Property by the Strata Corporation:

- a. The strata corporation may purchase or otherwise acquire personal property for the use or benefit of owners in connection with their enjoyment of common property, common facilities or other assets of the strata corporation;
- b. The strata corporation may purchase or otherwise acquire personal property for use in the repair and maintenance of the common property and common assets;
- c. The strata corporation may sell or otherwise dispose of strata personal property; and
- d. The strata corporation must obtain prior approval by a resolution passed by a 3/4 vote at a strata general meeting for any purchase, acquisition or disposal of strata corporation personal property if the personal property has a market value of more than \$5,000.

18. Indemnification for Remedial and Legal Costs (Chargeback Bylaw)

- a. Should the strata corporation undertake any remedial work or legal action with respect to a breach by an owner, tenant or occupant of the *Act*, the *Regulation*, the bylaws or the strata rules, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention as well as the strata corporation's

legal costs incurred on a solicitor and own client basis which relate to the case and shall pay all of these costs within seven (7) days of receipt of a written demand for payment from the Council. The written demand may be in the form of an invoice issued on behalf of the Council by the strata manager.

- b. In these bylaws “legal action” includes any services provided to the strata corporation by a lawyer whether or not court or administrative tribunal proceedings of any kind are ultimately commenced, and includes the cost of defending and actions, claims, or disputes brought by an owner, occupant or tenant against the strata corporation in which such person is not substantially successful.
- c. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, reimbursement of strata corporation costs for repair and maintenance of alterations to common property by owners, reimbursement of strata corporation costs incurred for work done by it in a strata lot at owner request, legal expenses, interest charges and any other 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, shall become part of the assessment of the responsible owner or tenant and shall become due and payable 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 title for such separate cost component. The written demand may be in the form of an invoice issued on behalf of the Council by the strata manager.

Division 3 – Strata Council

19. Strata Council General Responsibilities

- a. The Council shall exercise the powers and perform the duties of the strata corporation, as the *Act* provides, including enforcement of these bylaws and the Strata Rules.
- b. The Council is authorized to enter into contracts for the provision of goods and services on behalf of the strata corporation and to engage a strata management company to assist and support the Council in its discharge of its responsibilities.
- c. The Council is authorized to spend strata corporation funds to achieve the objects of the annual operating budget as well as the projects for which expenditure from the contingency reserve fund (CRF) is approved and the projects for which funds are gathered by special levy.

20. Strata Council and Strata Records Management

- a. Council will make strata records authorized for disclosure available for inspection on receipt of a reasonable request in writing by an owner or a person authorized in writing by him or her, all as the *Act* provides.
- b. Council will share its record management authority with a strata manager.

21. Council Elections and Council Size

- a. At each annual general meeting (AGM), the eligible voters present in person or represented by proxy must elect by majority vote a President, Vice-President, Secretary-Treasurer, Buildings Chair, Landscape Chair, Sites Chair and up to two Members at Large who will comprise the Council.
- b. Should less than eight (8) owners be elected to the Council at the AGM, the number of members elected shall be the maximum size of the Council for the balance of the term unless the number of elected members is raised to eight by an election at a special general meeting (SGM) held subsequent to the AGM.
- c. The Council is responsible for all aspects of the conduct of elections.
- d. Council shall appoint a nominating committee not later than three (3) months prior to the AGM to nominate eight (8) or more owners for election to Council for the next year. The existence of a nominations committee does not preclude nominations from the floor at the AGM.
- e. The spouse or partner of an owner may be elected to the Council whether or not he or she is on title for the strata lot. The term "partner" includes persons who are married to one another as well as persons who are living in a marriage-like relationship. There can be only one representative from a strata lot serving on Council at any time.
- f. No person shall stand for election to 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 or if a lien exists against that strata lot.

22. Council Term of Office; Return of Strata Records and Property on Leaving Council

- a. The term of office of a Council member ends at the end of the AGM at which the new Council is elected.
- b. A person whose term as a Council member is ending is eligible for re-election except that a Council member shall not serve for more than four consecutive years.
- c. A Council member who retires or is removed from office is responsible to return to the Council Secretary-Treasurer within 30 days of the day of retirement or removal from Council all strata records and other strata property in his or her possession.

23. Removing a Council Member and Replacing a Removed Council Member

- a. The strata corporation may, by a resolution passed by a majority vote at a strata general meeting, remove one or more Council members.
- b. After removing a Council member(s), the strata corporation must hold an election at the same general meeting to replace the removed member(s) for the remainder of the term. Owners nominated for election must be eligible to sit on the Council.

24. Replacing a Council Member Who Can No Longer Fulfil The Duties of the Position

- a. If a Council member dies, resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Council may appoint a replacement member for the remainder of the Council term (i.e., until the next AGM) from among all persons eligible to sit on the Council.
- b. The Council may appoint a replacement Council member under this bylaw even if the absence of the member being replaced leaves the Council without a quorum.
- c. If all members of the Council resign or are unwilling or unable to act for a period of two (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 and these bylaws respecting the calling and holding of strata general meetings.

25. Officers

- a. One person cannot hold both of the offices of President and Vice-President at the same time. Otherwise, an elected member of the Council may hold more than one office at a time.
- b. The Vice-President has the powers and duties of the President:
 - (1) while the President is absent or is unwilling or unable to act, or
 - (2) for the remainder of the President's term if the President ceases to hold office.
- c. In the absence of both the President and the Vice-President, the Council members present shall from among themselves appoint a Chairperson for that meeting, who shall have all the duties and powers of the President while so acting.
- d. If an officer other than the President is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

26. Council Meetings

- a. Council meetings will normally be held monthly. The Council is responsible for the procedure at the Council meetings.
- b. Council meetings conducted in person or by video link will be recorded to facilitate producing Minutes. The Chair will announce the recording when the meeting starts. The recording will normally be made by the strata manager. The recording will be destroyed by the person who made it after the Minutes are issued in final draft form.
- c. Council meetings are held without observers present unless Council has given an owner, tenant, occupant or other person leave to attend, or leave to make a presentation before Council, or a person has requested a hearing before the Council in accordance with the Act, section 34.1 (right to request) or section 135 (contraventions of bylaws or Strata Rules). Persons making presentations to Council will usually do so at the start of the meeting and will leave when the presentation is finished.

- d. Hearings conducted in accordance with the *Act* sections 34.1 (right to request) or 135 (contraventions) must be held as the last item of new business at a Council meeting.
- e. The Minutes of Council meetings will normally be distributed to all owners within two weeks of the meeting whether or not the Minutes have been approved.
- f. Any Council member may call a Council meeting by giving the other Council members at least one (1) weeks' notice of the meeting and specifying the reason for calling the meeting. Such notice need not be in writing.
- g. A Council meeting may be held on less than one (1) weeks' notice if the notice is provided to all Council members and:
 - (1) at least 2/3 of the Council members consent in advance of the meeting, or
 - (2) the meeting is required to deal with an emergency situation and some Council members are unavailable to provide consent despite reasonable attempts to contact them.

27. Quorum for a Meeting of the Council

- a. A quorum for a meeting of the Council is:
 - (1) 3, if the Council consists of 5 or 6 members; or
 - (2) 4, if the Council consists of 7 or 8 members.
- b. Council members must be present at a meeting of the Council to be counted in establishing the presence of a quorum.

28. Participation in Council Meetings by Electronic Means

- a. A Council member may participate in all or part of a Council meeting by electronic means. In such a case, the member will be deemed to be present at the meeting.
- b. "Electronic means" in this bylaw includes telephone, video conference and any other electronic means that allows the member to hear the other participants and participate during the meeting.
- c. If a Council member participates in a meeting by electronic means, he or she must be present for the full discussion of an issue during the meeting to be eligible to vote on the issue.

29. Voting at Council Meetings

- a. All decisions at Strata Council meetings must be approved by a majority of Council members who are present in person or by electronic means at the meeting and who are prepared to vote. The results of all votes at Council meetings shall be included in the Minutes showing the number of votes in favour of a resolution or motion, the number of votes opposed and the number of abstentions from voting, if any.
- b. Voting at Council meetings through representation by proxy is not permitted.

- c. If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote. If the President is absent or is unwilling to vote a second time, the Vice-President will have a second, deciding vote.

30. Making Decisions by Electronic Voting Between Council Meetings

- a. The Council may make decisions by electronic means between regular meetings as long as all participants can communicate with each other during the decision-making process;
- b. "Electronic means" in this bylaw includes email, telephone, video conference, texting, and other electronic means;
- c. Any member of Council may object to a particular matter being dealt with by electronic means between regular meetings. In such a case, the matter must be held undecided until it can be dealt with at an in-person Council meeting; and
- d. All decisions made by electronic means between in-person meetings must be reported out at the next in-person Council meeting and included in the Minutes of that meeting.

31. Requisition of Council Hearing as provided by the Act, section 34.1

- a. By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.
- b. If a hearing is requested in writing, the Council must hold a meeting to hear the applicant within four weeks of the request.
- c. The applicant may be accompanied by a support person during the hearing.
- d. If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

32. Delegation of Powers and Duties of the Council

- a. Subject to bylaw sections 32 b. and 32 c. below, and subject to any restriction imposed by direction given by the strata corporation at a strata general meeting, the Council may delegate some or all of its powers and duties to one or more Council members or to persons who are not members of the Council or to the strata manager (in accordance with the agency agreement), and may at any time revoke the delegation.
- b. The Council may delegate its spending powers or duties, but only by a resolution that:
 - (1) delegates authority to make an expenditure of a specific amount for a specific purpose; or
 - (2) delegates general authority to make expenditures in accordance with section 32 c.
- c. A delegation of a general authority to make expenditures must:
 - (1) set a maximum amount that may be spent, and
 - (2) indicate the purposes for which, or the conditions under which, the money may be spent.

- d. The Council may not delegate its powers to determine, based on the facts of a particular case:
- (1) whether a person has contravened a bylaw or a strata rule, or
 - (2) whether a person should be fined, and the amount of the fine.

33. Spending Restrictions

- a. 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.
- b. Subject to bylaw section 33 c. below, if a proposed expenditure has not been approved in the budget or at a strata general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this bylaw section 33 b. in the same financial year, is less than \$5,000.00. The Council shall advise all owners of any such expenditure.
- c. Notwithstanding bylaw section 33 b. above, the Strata Council may make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage. The Council shall advise all owners of any such expenditure.

34. Liability of a Council Member

- a. A Council member or a volunteer who has been delegated duties by the Council in writing (a Council volunteer), who acts honestly 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.
- b. Bylaw section 34 a. above does not affect a Council member's or Council volunteer's liability, as an owner, for his or her share of a judgment against the strata corporation.
- c. All acts done by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council, as valid as if the Council member had been duly appointed or had duly continued in office.
- d. Each Council member or Council volunteer shall be indemnified and saved harmless by the strata corporation against any and all liability and costs, including costs as between a solicitor and client, for any acts or omissions while carrying out duties as a member of the Council or as a Council volunteer.
- e. Notwithstanding bylaw sections 34 a. and 34 d., there shall be no indemnity if a Council member or Council volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of duties.
- f. For the purpose of this bylaw, "Council member" includes a former Council member.

- g. The strata corporation shall obtain and maintain in force Director's Liability Insurance for members of the Council and Council volunteers indemnifying them from any claim against them for damages arising as a result of any act taken by the Council or a Council member or a Council volunteer in good faith and in accordance with bylaw section 34 a. above. The cost of such insurance shall be deemed to be part of the common expenses of the strata corporation and shall form part of the annual operating fund budget.

Division 4 - Enforcement of Bylaws and Strata Rules

35. Enforcement Procedure

- a. Complaints regarding an alleged contravention of the *Act*, the *Regulations*, the bylaws or the Strata Rules will only be accepted for action by the Council or the strata manager if presented in writing. The Council will not entertain, investigate or act upon verbal complaints. Any member of the Council can receive a complaint. A Council member receiving a complaint made verbally will facilitate putting the complaint into written form. A complaint can be made by email provided that the person making the complaint can be clearly identified. Anonymous complaints will not be accepted. A Council member can make a complaint.
- b. The Council must respond in writing to written complaints within four (4) weeks of receipt.
- c. As required by section 135 of the *Act*, the Council must follow the procedure set out below when dealing with an alleged contravention of the *Act*, the *Regulations*, the bylaws or the Strata Rules:
- (1) If the complaint/allegation is against a member of the Council, that member must not be involved in any way in the Council action on the complaint;
 - (2) The complaint/allegation will be investigated by the Council;
 - (3) The Council will decide, based on the findings of the investigation, whether or not the allegation is valid. If the allegation is unfounded, the complainant will be advised and the matter will be closed;
 - (4) If the allegation is accepted as apparently being factual, Council will advise the alleged offender of the allegation in writing along with a copy of the complaint, will ask for a response to the complaint notice in writing within two weeks and, in lieu of a written response, will also offer a hearing with the Council where the accused person can answer the complaint in private. The alleged offender will be told that if the allegation is proven to be true, that the penalty may include a fine. The alleged offender will also be told that if there is no written response to the complaint notice within two weeks or if no request for a hearing is made within two weeks, the Council will make its decision on the allegation based on the information it has in hand;
 - (5) If the alleged offender is a tenant, Council will tell the owner and the landlord of the allegation;

- (6) If the alleged offender requests an unredacted copy of the actual complaint, the Council will provide the unredacted copy;
- (7) If a hearing is requested, it will be conducted as a part of a Council meeting. No observers will be permitted during the hearing. The alleged offender may be accompanied at the hearing by a support person of his or her choosing;
- (8) When the alleged offender has made his or her presentation to the Council at the hearing and has answered questions, if any, he or she will leave the hearing location;
- (9) The Council must then make decisions:
 - (a) If the Council decides that the allegation is not proven, it will dismiss the complaint and promptly advise the alleged offender and the complainant in writing. If the alleged offender is a tenant, the landlord and the owner will also be told of the dismissal; or
 - (b) If the Council decides that the allegation has been proven to be true, it will apply such a penalty as it decides is appropriate, up to the limits set in the strata bylaws. The offender will be told in writing of the Council's decision and the penalty within one week of its being made. The decision and the penalty will be entered in the Minutes of the Strata Council meeting. The entry in the Minutes will be along the lines of "The owner of strata lot XX was found to have contravened bylaw YY. Council imposed a penalty of a warning letter/a fine of \$ (state the specific amount)." If the offender is a tenant, Council will tell the landlord and the owner of the decision and the penalty in writing within one week of the decision being made.

36. Enforcement Options

The Council may:

- a. Issue the offending owner or tenant a warning letter; and / or
- b. Do what is reasonably necessary to remedy a contravention of the *Act*, the *Regulations*, the bylaws or the Strata Rules, including:
 - (1) after giving the notice required by bylaw 9, entering into and doing work on or to a strata lot, the common property or common assets, and/or
 - (2) removing objects from the common property or common assets; and
- c. After complying with bylaw 35,
 - (1) may fine the offending owner or tenant:
 - (a) up to two hundred dollars (\$200), or such higher amount as is permitted by the *Strata Property Regulation*, at the discretion of the Council, for each contravention of a bylaw except for a contravention of a short-term accommodation prohibition bylaw;

- (b) up to fifty dollars (\$50), or such higher amount as is permitted by the *Strata Property Regulation*, at the discretion of the Council, for each contravention of a Strata Rule; or
 - (c) up to one thousand dollars (\$1,000), or such higher amount as is permitted by the *Strata Property Regulation*, at the discretion of the Council, for each day or night the strata lot is licensed for use in contravention of a short-term accommodation bylaw; and
- (2) charge back the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130 of the *Act*; and
 - (3) if an activity or lack of activity that constitutes a contravention of a bylaw or a Strata Rule continues, without interruption, for longer than seven days, impose a fine every seven days.

Division 5 - Insurance, Damage Recovery, Responsibilities and Financial Effects

- 37. a. At least once in every three financial years, the strata corporation must obtain an appraisal of the property from a qualified appraiser for the purposes of determining the full replacement value new as required by section 149(4)(a) of the *Act*.
- b. The strata corporation must obtain and maintain insurance:
 - (1) on the items listed under section 149 (1) of the *Act* against all major perils listed in section 9.1 (2) of the *Strata Property Regulation*; and
 - (2) against liability for property damage and bodily injury as prescribed in section 150 (1) of the *Act*; and
 - (3) on the items listed under section 149 (1) of the *Act* against the following perils, if such coverage is commercially available and economically feasible, including:
 - (a) earthquakes;
 - (b) sewer backups; and
 - (c) floods;
 - (4) against theft or misappropriation of funds;
 - (5) for director's and officer's liability coverage in a minimum amount of one million dollars (\$1,000,000) and to a maximum amount as advised by the strata corporation's insurance broker; and
 - (6) against loss of income, injury or dismemberment for persons performing work for the strata corporation in a voluntary capacity.
- c. Owners, tenants, occupants or visitors must not:
 - (1) do anything or omit to do something that will substantially increase the risk of fire or the rate of insurance on the buildings; or

- (2) cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- d. Subject to the *Regulation* and this bylaw:
- (1) the payment of an insurance deductible in respect of a claim on the strata corporation's insurance, or
 - (2) paying the cost of repairing damages or loss caused to building components and fixtures that the strata corporation must repair and maintain if the amount is less than the level of the strata corporation's applicable insurance deductible,
 - (3) are common expenses to be contributed to by means of strata fees calculated in accordance with sections 99 (2) or 100 (1) of the *Act* and shall be charged to the contingency reserve fund without requiring approval by a vote of the strata corporation.
- e. Despite any other section of the *Act* or the *Regulation*, section 158 (3) of the *Act* provides that strata corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the strata corporation to start work to repair or replace damaged property, unless the strata corporation has decided not to repair or replace the damaged property as provided by section 159 of the *Act*. Such action by the Council does not preclude the recoupment of all of the funds expended in such a case and their disbursement to the CRF and/or to owners as may be applicable.
- f. The strata corporation:
- (1) may cause its contractors and agents to carry out emergency response work on the common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the applicable insurance deductible; and
 - (2) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including, but not limited to, the structure and exterior of the building) that it has a duty to repair under the bylaws; and
 - (3) must, when repairing or making good damage caused by its investigations or repairs, return any flooring, walls or ceilings damaged by such work to a condition where such components are ready for finishing paint to be applied or for laying of floor covering equivalent to the floor covering which was damaged to be laid; but
 - (4) is not required to remove, store, restore, or replace any alterations to a strata lot that were made by the owner or by a previous owner of the strata lot; and

- (5) will charge back to the owner(s) of a strata lot the costs for any repairs made by it at the request of the owner(s) to those parts of the strata lot that the owner is responsible to repair and maintain, and which the strata corporation was not obligated to repair under bylaw subsections 37 g. (2) and 37 g. (3) above.
- g. Owners or tenants must reimburse the strata corporation for the costs of any emergency response, repairs and cleanup incurred by the strata corporation, plus the cost of any losses, damages, or repairs to the owner's or tenant's strata lot, another strata lot, the common property or the contents of the same, if:
- (1) that owner or tenant is responsible for the loss or damage;
 - (2) parts of the owner's strata lot that the owner is responsible to repair and maintain were repaired during the strata corporation's emergency response;
 - (3) the loss or damage arose out of or was caused by or resulted from an act, omission, negligence or carelessness of:
 - (a) that owner or tenant; or,
 - (b) any member of that owner's or tenant's family or pet(s); or
 - (c) that owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,
 - (4) but only to the extent that such expense is not, or would not be, met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is payable by the responsible owner or tenant.
- h. Without restricting the generality of the foregoing, an owner or tenant is responsible for:
- (1) any damage caused by water escape from that owner's or tenant's strata lot caused by failure of a water line which serves only that strata lot or any other type of damage caused by or arising out of the operation of any appliance or equipment located in that strata lot or a fixture which forms a part of the owner's or tenant's strata lot including, but not limited to, hot water tanks, dishwashers, clothes washing machines, sinks, toilets, showers, faucets, bathtubs, hot tubs, appliance water lines and refrigerators;
 - (2) any damage arising out of any alteration, improvement or addition to the strata lot or common property installed by that owner or tenant or by a prior owner or tenant of that strata lot;
 - (3) any damage to property that an owner or tenant is required to repair or maintain;
 - (4) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 10 degrees Celsius, year-round; and,
 - (5) any damage due to a water pipe leak which occurs in a pipe which is not common property; or

- (6) any other loss or damage whatsoever that the Council reasonably determines resulted from or was contributed to by failure by an owner, a tenant or an occupant to comply with these bylaws.
- i. An owner or tenant shall indemnify and save harmless the strata corporation from any cost or expense for repair, maintenance or replacement to the strata lot or common property, including legal costs as between a solicitor and his or her own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and for purposes of this bylaw will be charged to the responsible owner or tenant. The written demand for payment may take the form of an invoice issued by the strata manager on behalf of the strata corporation.
- j. For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs and related legal costs, may be charged back to the owner or tenant and will become due and payable as part of the monthly assessment for that strata lot on the first day of the month following the date on which the expense was incurred by the strata corporation.
- k. For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
- (1) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible in accordance with section 158 (2) of the Act; and
 - (2) the loss or damage is covered by the strata corporation's insurance but the strata corporation does not make a claim against its insurance, even when the loss or damage exceeds the applicable deductible.
- l. Owners, occupants, tenants and visitors may not claim any compensation from the strata corporation for any:
- (1) un-insured loss or damage, or
 - (2) loss or damage to the property or person of an owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the strata corporation must repair and maintain, where the total cost of such loss or damage is less than the applicable insurance deductible, unless the loss or damage resulted from a negligent act or omission on the part of the strata corporation.
- m. Notwithstanding bylaw section 37 m. above, if a failure of the common property results in loss or damage to a strata lot that falls below the strata corporation's applicable insurance deductible, the strata corporation must pay to the owner or tenant of the strata lot the lesser of:

- (1) the actual amount of damages or loss, or
 - (2) the applicable deductible payable under that owner's or tenant's insurance coverage; or
 - (3) \$2,000.
- n. Immediately upon discovery of a problem, owners and tenants must tell the Council or the strata manager the details of any water ingress, mould growth, accidents or failure of any water pipes, toilets or drains in any strata lot or in any part of the common property.
- o. Nothing in this bylaw should be construed or interpreted as permitting the strata corporation to charge back to a responsible owner or tenant the costs of loss or repair of damage or an insurance deductible without first completing the enforcement process required by section 135 of the *Act* (contraventions) and specified in bylaw 35 above.

Division 6 - Strata Annual and Special General Meetings

38. Authority for Conduct and for the Procedure for Strata General Meetings at Eagle Ridge Estates

- a. For all strata general meetings, the Council is responsible for the agenda, the issuing of the Notice of Meeting, making all meeting arrangements and for all of the procedure including conduct of elections.
- b. Strata general meetings will be recorded to facilitate producing the Minutes. The Chair will announce the recording at the start of the meeting. The recording will normally be made by the strata manager. The recording will be destroyed by the person who made the recording after the Minutes have been accepted in final draft form by the Council and issued to all owners.

39. Chairing General Meetings

- a. Strata general meetings must be chaired by the President of the Council.
- b. If the President is absent or is unwilling or unable to act, the meeting must be chaired by the Vice-President.
- c. If neither the President nor the Vice-President chairs the meeting, a Chairperson must be elected by the eligible voters present in person or represented by proxy from among those persons who are present at the meeting.

40. Participation by Other Than Eligible Voters

- a. Owners, tenants and their spouses or partners may attend strata general meetings, whether or not they are eligible to vote.
- b. Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
- c. Persons not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

41. Voting at Strata General Meetings

- a. At all strata general meetings, with the exception of a general meeting held by electronic means, voting cards must be issued to eligible voters.
- b. At all strata general meetings, with the exception of a general meeting held by electronic means, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- c. If a precise count is requested, the Chair must decide whether it will be conducted by:
 - (1) a show of voting cards. This method is not available at a general meeting conducted by electronic means;
 - (2) by roll call, which means that each strata lot number will be called out by the chairperson and the person holding the vote for that strata lot will be asked how the vote for that strata lot will be cast;
 - (3) by written ballot, which means that owners will fill out their ballots at their seats and a ballot box will be passed around for collection of those ballots. This method is not available at a general meeting conducted by electronic means;
 - (4) by secret ballot, which means that ballots will be filled out and deposited at a voting station. This method is not available at a general meeting conducted by electronic means; or
 - (5) by some other method.
- d. The outcome of each vote, including the number of votes for and against the resolution or motion, and the number of abstentions, must be announced by the Chair and recorded in the Minutes of the meeting.
- e. If there is a tie vote at a strata general meeting:
 - (1) 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; and
 - (2) if neither the President nor the Vice President of the Council casts a second deciding vote, the Chairperson chosen in accordance with bylaw section 39 c. may break the tie by casting a second, deciding vote, but only if that Chairperson is an eligible voter.
- f. With the exception of a general meeting held by electronic means, and despite anything in this bylaw, an election of Strata Council or any other vote must be held by written ballot, if a written ballot is requested by a majority of eligible voters.
- g. The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote or a positive 80% vote to pass, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the *Act*. The strata lot's vote must not be considered for the purposes of establishing the presence of a quorum in accordance with section 48 or for the purposes of sections 43 (1), 48 (2) and 51 (3) of the *Act*.

42. Proxies

- a. An owner unable to attend a strata general meeting may appoint an adult person to be his or her proxy at the meeting. A proxy need not be an owner. A form for appointment of a proxy will be included with the Notice of Meeting.
- b. A proxy appointment can be general, or for a specific meeting or for a specific resolution at a specific meeting.
- c. The document of appointment as a proxy is the property of the proxy.
- d. At the general meeting, a proxy may vote as agreed with the appointing owner or as the proxy decides.

43. Order of Business at Strata General Meetings

The order of business at Annual or Special General Meetings is as follows:

- a. certify proxy appointments, confirm the credentials of first mortgagees and corporate representatives and issue voting cards;
- b. determine that a quorum is present and that the meeting may begin. A quorum is owners from one third of the strata lots, present in person or represented by proxy and not disqualified from voting;
- c. elect a person to chair the meeting, if necessary;
- d. present to the meeting proof of the notice of meeting or waiver of the notice;
- e. approve the agenda;
- f. approve the Minutes from the most recent strata general meeting;
- g. deal with unfinished business, if any;
- 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 Strata Rules made by the Council under section 125 of the *Act* since the most recent strata general meeting as well as any changes made to existing Strata Rules which remain in effect;
- j. receive a 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 current 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 Strata Council, if the meeting is an Annual General Meeting; and
- n. terminate the meeting.

44. Minutes of Strata General Meetings

The Council is responsible to create the draft Minutes of each strata general meeting and ensure their distribution to all owners within 30 days of the meeting.

Division Seven - Respect for Community and for Personal Information

45. Respectful Community

- a. Eagle Ridge owners, occupants, tenants and Council members shall conduct themselves courteously towards other owners, occupants, tenants, visitors, Council members, the strata manager, its contractors and agents.
- b. An owner, tenant, occupant, or visitor must not at any time in written correspondence, electronic communication, or in person in a strata lot or on the common property:
 - (1) humiliate or disparage a person regarding, but not limited to, their race, ethnicity, religion, age, sexual orientation or status;
 - (2) engage in bullying, intimidating, stalking, harassing, unreasonable and/or aggressive conduct against another person or group of persons;
 - (3) engage in a physical altercation except in self defence;
 - (4) obstruct, stall, or otherwise interfere with any person providing work or services on behalf of the strata corporation including, but not limited to, a manager, service worker, landscaper, contractor, caregiver, caretaker, volunteer, or Council member; or
 - (5) make spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant or tenant.

46. Personal Information - Strata Privacy Policy and Strata Privacy Officer

The strata corporation shall create and adopt a policy to protect personal information, commonly known as a privacy policy, as is required by the *Personal Information Protection Act* (PIPA). The Council shall appoint a Privacy Officer, usually the Secretary-Treasurer. The appointment will be recorded in the Minutes of the Council. The Privacy Officer will respond to all inquiries regarding personal information held by the strata corporation as the PIPA and the policy provide. The policy itself is included in the Resident Information Manual.

Division Eight - Miscellaneous Matters

47. Small Claims, Forced Sale, Evictions, and Civil Resolution Tribunal Actions

In addition to the levying of fines, the collection of remedial costs, and any other remedies it may have under these bylaws, the strata rules, the Act, or the common law, the strata corporation may:

- a. commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the action approved by a three-quarter (3/4) vote of the owners;

- b. as provided by section 117 of the *Act*, commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the action approved by a three-quarter (3/4) vote of the owners, and may, as provided by section 96 of the *Act*, expend funds from the contingency reserve fund (CRF) on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings;
- c. as provided by section 138 of the *Act*, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the action approved by a three-quarter (3/4) vote of the owners, and may, as provided by section 96 of the *Act*, expend funds from the CRF on legal fees and disbursements up to \$5,000 per case, to conduct the proceedings; and
- d. make a request under section 4 of the *Civil Resolution Tribunal Act* asking the Civil Resolution Tribunal to resolve a dispute concerning any strata property matter over which the Tribunal has jurisdiction, without the necessity of having the action approved by a three-quarter (3/4) vote of the owners, and may, as provided by section 96 of the *Act*, expend funds from the CRF on the legal fees and disbursements up to \$3,000 per case, to conduct the proceedings.

48. Vehicles on the Common Property - Parking, Repairs, Towing of Offending Vehicles

- a. An owner must not keep any recreational vehicle (RV) on the common property other than in the designated RV/overflow parking area. This restriction shall not prevent an owner, tenant or occupant from parking his or her RV for a period not in excess of three consecutive days in his or her driveway for cleaning or loading/unloading. No vehicle shall extend beyond the driveway or in any way impede traffic or access to any other strata lot or to the common property.
- b. Owners must not park vehicles outside garages for more than three consecutive days. Overflow parking and long-term parking for vehicles is available, with permission, in the area designated for it. In the event of special circumstances, residents must apply by email or in writing to the Secretary-Treasurer to receive Council approval to park at home beyond the 3-day limit.
- c. An owner must not carry out any mechanical repairs to any motor vehicle or other mechanical equipment around their strata lot or on adjacent common property, excepting those repairs that can be conducted indoors, within the unit. No excessive noise or emissions shall be allowed to be generated from such repairs. Owners shall not store on common property any motor vehicles without third-party insurance coverage, or derelict or unsightly vehicles or equipment. Council shall determine what is derelict or unsightly. Any vehicle owner, upon receipt of written notice from the Council, shall remove the offending vehicle or equipment within 48 hours of receipt of the notice. Should the owner fail to do so, the Council may have the offensive vehicle towed away and stored at the expense of the owner. All strata costs associated with the removal and storage shall be charged back to the owner.

49. Sale of Strata Lots

- a. An owner selling a strata lot, or his or her agent, may hang a "For Sale" sign of the standard pattern on the signpost at the front gate. The sign should carry the message on both sides.
- b. "Open House" activities may be conducted between the hours of 10:00 AM and 4:00 PM. The seller's agent can place three portable signs on such days: one at the front gate, one on the intersection of the selling owner's street and the ERE main road to point the way and one at the house being sold.
- c. Selling owners must inform their realtor in writing about, and provide them with, all Alteration and Indemnity Agreements which apply to their strata lot and must provide the purchaser with a Novation Agreement (s) for consideration for signature on or as of the prescribed effective date for such agreement (s).

50. Strata Administration for Rentals of Strata Lots

Definition: "landlord" means an owner or an owner's agent who rents a strata lot or a part thereof to a tenant under a tenancy agreement and a tenant who rents a strata lot or a part thereof to a sub-tenant under a tenancy agreement.

NOTE: Owners intending to rent out their strata lot through a tenancy agreement governed by the *Residential Tenancy Act* and become landlords must comply with the rental provisions of the *Strata Property Act (Act)* and the strata VIS 1579 Eagle Ridge Estates bylaw section 8 above which strictly limits the number of persons who can reside in a strata lot.

- a. When an owner rents or leases all or part of his or her strata lot to a tenant or an occupant who does not reside with an owner or tenant (an "unaccompanied occupant"), the owner must:
 - (1) deliver to each tenant or unaccompanied occupant the current bylaws and strata rules of the strata corporation and a *Strata Property Regulation* Form K Notice of Tenant's Responsibilities;
 - (2) Provide the Council with written notice of each tenant's or unaccompanied occupant's name, telephone number and email address (if provided by express consent), and the name of all occupants, if any, who will be residing with the tenant and their contact information;
 - (3) Within two weeks of renting a strata lot, provide the Council with a copy of the Form K - Notice of Tenant's Responsibilities signed by all adult tenants, in accordance with section 146 of the *Act*;
 - (4) Provide the owner's postal address, email address and telephone number for the period of the tenancy agreement. Provide the landlord's postal address, email address and telephone number for the period of the tenancy agreement if the owner is not the landlord of record.

- b. All non-resident owners will be requested and encouraged to provide an email address to the Council by express consent for the purpose of receiving notices, records or documents from the strata corporation.
- c. The strata corporation may provide owners and tenants with documents and notices of Council meetings and strata general meetings by email sent to the email address if provided by them under bylaw subsection 50 a. (2) above. If an email address is not provided, the documents and notices will be provided through postal mail. If the postal mail service is disrupted, the documents and notices may be delivered by hand.
- d. Owners who fail to provide a Form K as required by these bylaws may be subject to a fine of up to \$200 per week, until the Form K has been provided. Section 135 of the *Act* and bylaw 35 above both apply to such action.
- e. If a tenant or a tenant's occupant is alleged to have contravened a bylaw or a Strata Rule, or is considered as being responsible for damage or remedial costs, then the strata corporation must follow the procedure set out in section 135 of the *Act* and specified at bylaw 35 above with the tenant, before levying on the tenant the cost of repair of any damages, or the cost of an insurance deductible or any other remedial cost, or imposing a fine against the tenant. The strata corporation must not act directly against the landlord and the owner without first giving due process to the tenant.
- f. If, after complying with bylaw section 50 e. above, the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or Strata Rules, the strata corporation may collect the fine or costs from the tenant or, if the tenant refuses to pay, from the tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.
- g. If the landlord or the owner pays some or all of the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.
- h. When a tenant or occupant fails to pay a user fee imposed under the bylaws or Strata Rules for a use of common property or common assets, the Council will inform the landlord or owner of the strata lot at which the tenant or occupant resides of the unpaid fee and collect it from the landlord or owner.
- i. A landlord or owner shall advise the Council as soon as feasible if he or she learns that there are occupants of the strata lot who are not listed on the current Form K.
- j. Assignment of an Owner's Rights - Tenancy Agreement of Less Than Three Years Duration. If a tenancy agreement is for a period of less than three years, a landlord intending to assign to the tenant some or all of the landlord's powers with respect to the rented strata lot shall comply with section 147 of the *Act*.
- k. Long Tenancy Agreement - Three Years or a Longer Duration. If the tenancy agreement is for a period of three years or a longer period, the landlord, the intended tenant(s) and the strata corporation shall comply with the provisions of section 148 of the *Act*. The tenant(s) shall have the rights of an owner to participate in strata general meetings, to vote and to be elected to the Council.

- I. Sub-Letting Under a Tenancy Agreement. A landlord who agrees to permit a tenant to sub-let a rented strata lot or a part thereof to another person shall provide the details to the Council as soon as the sub-letting agreement is signed. A new *Strata Property Regulation* Form K will be required.
- m. Assignment of a Tenancy Agreement. A landlord who agrees to the assignment of a tenant's rights under a tenancy agreement to a third party who becomes the new tenant of the landlord, shall provide the details to the Council as soon as the assignment agreement is signed. A new Form K will be required.
- n. A landlord must notify the Council as soon as reasonably possible if they initiate action to evict a tenant from a strata lot under circumstances set out in section 137 of the *Act* and as authorized by section 47 of the *Residential Tenancy Act*.
- o. Eviction of a Tenant by the Strata Corporation
In the event circumstances set out in section 138 of the *Act* occur, the strata corporation will act against a tenant under section 47 of the *Residential Tenancy Act* to secure the eviction of that tenant and the return of the strata lot to the landlord.

51. Forest Management

- a. No person shall alter or remove a tree growing or standing on strata common property without the approval of Council or its designate.
- b. In order to ensure sound conservation of the tree canopy, soil, water and natural environment, Eagle Ridge Council shall manage the forest in accordance with its Forest Management Plan which must be based in sound arboricultural practice (i.e., ANSI A300 Tree Care Standards (ANSI = American National Standards Institute)).
- c. The Forest Management Plan shall include, at a minimum:
 - (1) Provisions on tree canopy retention and replacement program, forest regeneration, forest health and biodiversity, riparian area protection, Fire Smart best practices and invasive species management;
 - (2) Provisions to permit the alteration or removal of hazardous trees, or trees damaging infrastructure, based on advice from a qualified tree professional;
 - (3) A schedule of forest management activities including pruning, re-planting and young tree maintenance, watering, invasive removal etc.
 - (4) A decision-making tree/schedule for determining when to hire a contractor versus using in-house resources.
 - (5) A schedule of acceptable replacement plantings, including size and type, for the common forest areas.
 - (6) Performance measures with targets for:
 - (a) Tree canopy cover (%);
 - (b) Forest management budget (capital and operating) per year.
 - (c) Invasive plant removal (volunteer hours and amount spent on landscape company help);

- (d) Trees removed and replaced per year (species, size, etc.) and reason (disease, hazard, Fire Smart, etc.); and
- (e) Seedlings planted per year.

- d. Council shall ensure that, on average, at least 5 trees are planted for every tree removed;
- e. Council shall, at least every 5 years, submit an updated Forest Management Plan to the Director of Planning, District of North Saanich, for review and approval;
- f. Council shall offer to District of North Saanich staff, at least once per year, an inspection walking tour of the property; and
- g. Council shall annually submit a performance measures data report to the Director of Planning, District of North Saanich, for the performance measures stated in bylaw subsection (6) above.

52. Severability and Interpretation and Definitions

- a. For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an arbitrator or the Civil Resolution Tribunal or a court of competent jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is beyond the legal competence of the strata corporation or is for any other reason unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining headings, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such headings, paragraphs and subparagraphs shall remain in force and effect.

- b. For interpretation of these bylaws and any amendments to them:
"the Act" means the *Strata Property Act*, Statutes of BC (SBC), 1998, c.43, as amended;
"alteration" means any additions, modifications, or changes:
 - (a) to the parts of a strata lot; or
 - (b) to those parts of a strata lot for which the strata corporation has assumed responsibility for repair and maintenance on a permanent basis; or
 - (c) to any parts of the common property and common assets.

"BC" means British Columbia;

"building envelope" means the physical barrier that separates the interior building from the external elements. It includes the foundations and exterior walls, all windows and doors and all parts of all roof segments. The term does not distinguish between parts of a strata lot and the common property. Maintenance of the integrity of the building envelope is a Council task;

"bylaw" usually means a bylaw of the strata corporation. It may also mean a bylaw of the Capital Regional District or a bylaw of the District of North Saanich;

"common asset" means personal property held by or on behalf of a strata corporation and land held in the name of or on behalf of a strata corporation that is not shown on the strata plan or shown as a strata lot on the strata plan;

"common property" means:

that part of the land and buildings shown on a strata plan that is not part of a strata lot, including at ERE all crawl spaces and the attic spaces above the garage and above the rooms on the upper level of the strata lots, and pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:

- within a floor, wall or ceiling that forms a boundary;
 - between a strata lot and another strata lot,
 - between a strata lot and the common property, or
 - between a strata lot or common property and another parcel of land, or wholly or partially within a strata lot, if they can be used in connection with the enjoyment of another strata lot or the common property;

"common expense" means expenses relating to the common property and common assets of the strata corporation or which are required to meet any other purpose or obligation of the strata corporation;

"contingency reserve fund" (CRF) means a fund for paying common expenses that usually occur less often than once a year or that do not usually occur;

"Driveway/brick apron" means the area paved with interlocking bricks measuring 18 feet wide and 21 feet in depth located in front of the main garage door of each Eagle Ridge townhouse;

"habitable area" means the area of a residential strata lot which can be lived in, but does not include patios (ERE main deck), balconies (ERE upper deck), garages, parking stalls or storage areas other than closet space;

"harassment" means:

(a) harassment with the meaning of the *Canada Human Rights Act* including comments based on race, national or ethnic origin, colour, religion, age, sex, (which includes pregnancy and child birth), sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and pardoned conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, so long as such conduct occurred within the strata corporation, or at strata meetings held virtually or at strata meetings held outside the strata corporation property;

(b) improper conduct in a series of incidents or one severe incident by an owner, tenant, occupant, or individual, that is directed at and which the owner, tenant, or occupant knew or ought reasonably to have known would cause offence or harm to that person, including objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threatening conduct or words;

(c) following or recording another owner, occupant or tenant without their consent or against their wishes outside of a general meeting while on common property or in their strata lot;

- (d) sending an unreasonable amount of correspondence to the council or property manager which correspondence includes communications by letter, email or other form of electronic communication such as text messages;
- (e) making spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant, or tenant;
- (f) making an unreasonable number of demands of a council member, property manager, agent, contractor, other owners, occupants and tenants to provide information, hold hearings, or to carry out actions; or
- (g) directly instructing the strata corporation's strata manager, agents, contractors, or their employees to complete additional tasks, stop work, alter procedures or to do anything that interferes with Council instructions to, or the strata corporation's contracts with, its contractors or agents.

"hazard" is defined as any condition or situation that presents a risk of harm to residents, their property or the common property or common assets;

"hearing" means an opportunity to be heard in person at a Council meeting;

"limited common property" (LCP) means common property designated for the exclusive use of owners of one or more strata lots. At November 2025, there is no LCP at ERE;

"indemnity" means protection of the strata from financial harm caused by an owner or by damage to common property or common assets resulting from an alteration;

"licensee" is an occupant but not a tenant. Provisions of the *Strata Property Act* which relate to tenants and tenancies do not apply to licensees;

"manager or strata manager" means an agent or employee of the property management company retained by the strata corporation to provide management assistance to the Council;

"majority vote" means a vote in favour of a resolution by more than one half (1/2, 50%) of the votes cast by eligible voters who are present in person or represented by proxy at the time the vote is taken and who have not abstained from voting;

"notice" means any request, statement or other document required or permitted to be given by the strata corporation to the owner of a strata lot or by an owner to the strata corporation.

"novation" means a three-way contract which extinguishes a contract and replaces it with another contract in which a third party takes up the rights and obligations which duplicate those of one of the original parties to the agreement. Consideration must be provided for this new contract unless the novation is documented in a deed or an agreement signed by all the parties;

"nuisance" means an unreasonable interference with someone's use and enjoyment of his or her strata lot or the common property which originates outside of the complainant's strata lot, but need not be constituted by an actual physical invasion of or encroachment onto or into the strata lot;

"occupant" means a person, other than an owner or tenant, who resides in or occupies a strata lot for at least 30 days in any 6-month period;

"owner" means a person, including an owner developer, who is a person shown in the register of a Land Title Office (LTO) as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity unless there is:

- a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- a registered life estate, in which case it means the tenant for life;

"operating fund" means a fund for paying common expenses that usually occur either once a year or more often than once a year;

"private yard area" means the area labelled PYA on a diagram of the boundaries of each strata lot on the ERE strata plan. The PYA is part of the strata lot - it is not limited common property (LCP);

"regulations" means the *Strata Property Regulations* of British Columbia;

"rule" in these bylaws means a Strata Rule of the strata corporation;

"strata corporation" means The Owners, Strata Plan VIS 1579;

"strata council" or "council" means persons elected by eligible voters at a strata general meeting to act as the governing body of the strata corporation as provided by the *Act*;

"strata lot" means a lot shown on a strata plan;

"strata plan" means a legal document drawn by a BC Land Surveyor (BCLS) which shows accurately the complete territory of the strata and the division of that territory into strata lots. A strata plan may be issued as a single document or it may be issued in parts known as phases as the property is developed over a period of years. Eagle Ridge is an example of a phased strata development.

"tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a tenant for life under a registered life estate;

" $\frac{3}{4}$ vote" means a vote in favour of a resolution by at least three-quarters ($\frac{3}{4}$, 75%) of the votes cast by eligible voters who are present in person or represented by proxy at the time the vote is taken and who have not abstained from voting;

"tree" means a woody, self-supporting, perennial plant with a root system and having a single or multiple stem, with a height of at least six feet/183 cm and a minimum trunk diameter at five feet height/152 cm above ground of at least one inch/2.54 cm;

"unanimous vote" means a vote in favour of a resolution by all the votes of all the eligible voters at a general meeting;

"unit entitlement (UE) of a strata lot" means the number stated in a table or schedule on the strata plan or on a *Strata Property Regulation* Form V that is used in calculations to determine the strata lot's share of:

- the common property and common assets, and
- the common expenses and liabilities of the strata corporation.

"80 % vote" means a vote in favour of a resolution by at least 80 % of the votes cast by eligible voters who are present in person or represented by proxy at the time the vote is taken and who have not abstained from voting.

EAGLE RIDGE ESTATES, STRATA PLAN VIS 1579

BYLAWS - APPENDIX 1

CRITERIA PERTAINING TO ALTERATIONS, INSTALLATIONS AND STRUCTURES

INDEX

1. Introduction, BC Building Codes, District of North Saanich, Strata Bylaws, Contractors
 2. Building Permits and the ERE Strata Bylaws
 3. Compliance and Drawings
 4. Materials and Colours
 5. Foundations
 6. Glass Replacement
 7. Design of an Addition on the Upper Deck
 8. Design of a Sunroom on the Main Deck
 9. Required Engagement of a Member of the Roofing Contractors Association of BC (RCABC)
 10. Fencing of Private Yard Area; Latticework Installation
 11. Other Items
-
1. **Introduction, BC Building Codes, District of North Saanich, TechSafeBC, Strata Bylaws, Contractors**
 - a. Introduction. Appendix 1 provides direction, guidance and details regarding criteria and procedures which apply to all alterations to strata lots and to common property at ERE, including adding structures on common property. The specifications of the paint schemes and colour schemes for ERE residential buildings are stated here. All measurements stated here in imperial units are equally valid when stated in metric units of measure.
 - b. BC Building Codes. The BC Building Code is a provincial regulation brought into force by an Order in Council issued under the *Building Act*. The Building Code, as well as its companion BC Fire and BC Plumbing Codes plus the Canadian Electrical Code, has the force of law.
 - c. District of North Saanich (DNS) Jurisdiction. The *Building Act* and the Building Code refer to the “Authority Having Jurisdiction”, the organization responsible for issuing building permits and conducting inspections to ensure that new buildings and buildings being altered or changed in some way are built or modified properly as the Codes require. The Authority Having Jurisdiction for Eagle Ridge is the Municipality of the District of North Saanich (DNS). DNS Bylaw 1150, the Building and Plumbing Bylaw, makes the BC Building Code effective throughout North Saanich. In the same manner as the *Strata Property Regulation*, DNS Bylaw 1150 is a legal level above Eagle Ridge

strata bylaws, so it is a superior authority in matters of alterations to strata lots and to the common property at ERE. The same DNS jurisdiction authority applies to forest management at Eagle Ridge.

- d. Technical Safety BC (TechSafeBC) Jurisdiction in Electrical Matters. TechSafeBC is an agency of the BC government which has authority in electrical matters very similar to that of DNS in all other building construction activities. Licensed electricians will deal directly with TechSafeBC for permits for electrical work and for inspection if deemed necessary.
- e. Contractors. Owners engaging contractors to do work in strata lots are required to ensure that the contractors have current WorkSafeBC insurance coverage, hold a current business license and carry contractors liability insurance. Further, any contractor engaged for work on any part of the roof (e.g. for skylight installation) of any residential building or the tool & communication shed must be a current member of the Roofing Contractors Association of BC (RCABC).

2. Building Permit Requirements under DNS Bylaw 1150 for work in or on ERE buildings.

- a. A DNS building permit will be required for alterations at ERE in these general areas:
 - Renovation, repairing or adding on to an existing building;
 - Removing, relocating, altering or constructing any interior walls;
 - Constructing, reconstructing, covering or enclosing a porch or sun deck;
 - Replacing wooden deck railings with a metal railing system; and
 - Making plumbing or gas line or electrical additions or alterations.
- b. All questions regarding the need for a building permit in a particular case are to be put to a building official at the DNS offices on Mills Road, North Saanich.
- c. The DNS building permit will be in addition to the strata requirement for approval by Council of an Application to Alter a Strata Lot (ERE Bylaw 12) or to Alter the Common Property (ERE Bylaw 13).

3. Compliance and Drawings.

- a. Applications to make alterations to a strata lot or to the common property (CP), including limited common property (LCP) where it has been designated and assigned, shall be made in accordance with the strata bylaws.
- b. Compliance. Work done shall comply strictly with applicable federal and provincial laws, including the Canada Electrical Code, the BC Building, Fire and Plumbing Codes, the relevant DNS bylaws and the ERE bylaws. Owners are responsible to ensure that any installations or structures are built in accordance with approved drawings. Owners are liable for any costs, expenses, damages or other charges, including legal costs on a solicitor and own client basis, incurred by themselves or by the strata corporation to correct any discrepancies.

- c. Drawings:
- (1) Owners considering alterations which will require a DNS building permit should ensure that their drawings first meet the DNS requirements and then meet the strata guidelines stated below. Please note that projects affecting existing structural components or creating new structural elements may require signed and sealed architectural or engineering drawings.
 - (2) Guidelines for drawings to be submitted to the Council to meet bylaw requirements:
 - (a) must show the dimensions of the proposed structure or installation, including height, length, and width, drawn to scale;
 - (b) the location of the structure or installation in relation to the main building, including measurements of all clearances from walls, decks, doors, posts, etc.;
 - (c) a list of all materials to be used in the structures, including the foundation, if any;
 - (d) if applicable, the exact location of plumbing and/or electrical lines; and
 - (e) elevations to demonstrate congruence with existing structures.

4. Materials and Exterior Colours

- a. With the exception of the metal or metal framed privacy screens for front yard areas or driveways described in the Eagle Ridge Estates Resident Information Manual, all structures shall be constructed of wood. Alternate materials will be considered but are subject to Council approval - see paragraph 4 s below for an example.
- b. Glass in structures shall comply with the BC Building Code with respect to thickness in relation to size, edge support, and slope angle.
- c. Screen doors shall be standard aluminum frame combination screen and door type or screen door only. The frame colour shall match the surrounding woodwork. "Phantom" type roller screens are an acceptable alternative.
- d. Colours specified in this bylaw are Sherwin-Williams colours. Wood stains are solid colour and must meet the Master Painters Institute (MPI) rating. Paint may be obtained from other sources provided the supplying company can match the approved Sherwin-Williams colours.
- e. Where owners are permitted to change colours, and the change results in additional painting costs, the owners are responsible for those additional costs.
- f. Siding and trim colours for the strata as a whole are limited to those colours approved by a $\frac{3}{4}$ vote of owners at a strata general meeting. Siding and trim material may be wood or fibre cement board (e.g., Hardie Plank) of dimensions matching those of the original wooden components.

- g. Unanimous agreement of the owners in a townhouse cluster (pod) is required to change the existing siding and trim colours of the cluster to alternative approved colours.
- h. Garage doors shall be painted White or Wheat Sheaf (Almond) or, if at least 2/3 of unit owners in the cluster agree, the colour of the unit siding, and in that case the colour may be applied either full strength or at some lesser saturation. Notwithstanding the foregoing, garage door colour shall be Palo Alto for units 76-78 only.
- i. Exterior doors and surrounding woodwork shall be painted Wheat Sheaf (Almond) or Summit (White) or the colour of either the trim or the siding of the unit, and in that case, there will be no additional painting charge. As an additional option, the owner may choose a different colour for exterior doors and/or surrounding woodwork, and in that case, the owner accepts responsibility for the cost of maintenance of the painted surface. The owner is limited to one additional colour. Paints used shall be exterior semi-gloss oil or semi-gloss latex equivalent products in accordance with environmental requirements.
- j. Decks. The main deck surface is composite material requiring only washing once or twice a year to remove stains. Deck posts, beams, fascia boards, stair handrails and stair stringers shall be an approved trim colour. Deck railings and railing posts shall, at the choice of the unit owner, be Black Fox or Tricorn Black or match the colour of the unit siding.
- k. Privacy screens on the main deck shall, at the choice of the owner, be the same colour as the building siding or the trim or a combination of those colours.
- l. Private yard area (PYA) fences and their lattice screening shall be painted Black Fox or the colour of the unit siding or trim.
- m. Lattice screening below the main deck shall be painted Black Fox or the colour of the unit siding or dark green.
- n. Subject to unanimous agreement of the owners in the cluster and subject to Council approval, a different trim colour can be selected from among the current unit siding colours.
- o. Subject to 2/3 agreement of the owners in the cluster, house numbers shall be painted 1/4 strength of the siding colour or full strength of the trim colour or white. High visibility of the number to emergency service vehicle drivers at all times is a highly important consideration.
- p. Subject to 2/3 agreement of the owners in the cluster, stucco shall be painted full strength in the siding colour or some lesser saturation of that colour.
- q. Subject to 2/3 agreement of the owners in the cluster, vertical and horizontal trim can be painted the same colour as the siding.

- r. The following are the approved exterior colours for all unit alterations:

<u>Unit Siding Colours</u>		<u>Unit Trim Colours</u>
Dusty Olive – White Base	Driftwood	Black Fox
Dusty Olive – Dark Base	Monterey Grey	Summit
Sesame Seed	Stone Hedge	Tricorn Black
Slipstream	Taupe	
Dockside	Country Living	

Owners with any questions regarding paint colours or sheen or availability should ask the paint coordinator member of the Council Buildings Committee.

- s. Wood deck railings are to be constructed using pressure-treated wood and must be primed before painting. Alternatively, owners may choose to install a top-guarded metal railing system, at their own expense, provided it complies with the BC Building Code, matches the colour and appearance of the wooden railing system, and meets the following conditions:
- (1) Council has approved the application for railing system alteration required for the design and materials, inclusive of the building permit issued by the District of North Saanich verifying compliance with the BC Building Code, as well as the other documents specified in the Application to Alter a Strata Lot. The application will include owner acceptance of responsibility for all future costs of repair and maintenance, including painting, of the metal railing system; and
 - (2) After completion of the work and inspection of the deck by the District of North Saanich, the owner shall provide Council with a copy of the Certificate of Occupancy issued by the District, confirming that all BC Building Code requirements for the replacement railings have been satisfied.

5. Foundations

All permanent structures attached to the townhouse such as deck extensions, steps, etc. shall be founded securely on poured concrete footings and columns, depending on the loads to be carried. Concrete foundation components shall extend at least 6 inches above the surrounding grade. Foundation details shall be shown on all submitted drawings. Detached structures (e.g., woodsheds) should be founded on pier blocks.

6. Window, Skylight, and Door Replacement or Upgrading

- a. New windows, skylights and exterior doors installed by the strata corporation under its common property repair and maintenance responsibility will be the standard window, skylight or exterior door of the same pattern and size available at the time when the application for replacement is made. Owners may choose a more expensive model provided that they agree in writing to pay the difference in cost between that standard model and the model of their choice. Details will be noted in the Alteration and Indemnity Agreement created for the replacement alteration to CP.

- b. When a more expensive model installed in accordance with paragraph 6 a above must be replaced, the replacement item shall be a standard window, skylight or exterior door of the same pattern and size available at the time when the application for replacement is made, unless the owner agrees in writing to pay the difference in costs between the available standard model and the model of his or her choice. The standard conditions for altering CP will apply.
- c. An owner replacing windows as an alteration to CP with Council permission shall be permitted to install white vinyl frames on windows where white trim already exists on the exterior of a strata lot, provided he or she obtains agreement by the owners of the other two units in the cluster.
- d. Owners considering installing skylights in any roof segment shall follow Bylaw 13. If the application for an alteration is approved, the owner will engage a Roofing Contractor Association of BC (RCABC) member roofer of the Council's choice to make the installation.

7. Design of an Addition on the Upper Deck

Following bylaw direction, the following design criteria shall apply:

- a. These additions are classified as parts of the townhouse cluster building. They are subject to the same BC Building Code requirements as the rest of the house. DNS building permit rules apply. See Bylaws 12 and 13 for documentation requirements.
- b. The roofing shall be from the RCABC Accepted Materials List and match the existing shingles in colour and pattern as closely as possible. An RCABC contractor shall be responsible for the installation.
- c. Pressure caps must be placed on any water supply lines to the upper deck. All drain connections in the floor of the existing deck must be sealed before placing new subflooring.
- d. Siding, fascia boards and trim shall be stained rough cedar boards or fibre cement boards (commonly known as Hardie Board) of the same dimension as the existing cedar boards on the house. The colours of the new siding, fascia boards and trim shall match the rest of the unit.
- e. Dark brown aluminum gutters and rainwater leads of the same style as those on the rest of the house shall be used. The soffits shall be made of dark brown perforated aluminum to match the perforated aluminum soffits found on most of the houses in Eagle Ridge.
- f. Window styles shall match those on the existing house, with dark brown or white vinyl frames and double-glazed units. The actual area of the windows and opening/closing arrangement can be varied. Generally, no windows should be placed in the walls overlooking the living room or master bedroom roofs of the adjacent unit.

- g. Electrical and mechanical work shall be designed and installed by qualified trades persons. Inspection will be done, if necessary, by the appropriate authority - TechSafeBC for electrical work and the District of North Saanich for other work.

8. Design of a Glass Solarium or a Wooden-walled Sunroom on the Main Deck

- a. Glass solariums constructed on the main deck shall be constructed of double-glazed wall and roof panels with structural vinyl frame members dark brown in colour or with timber wall and roof frame members and standard frame type double glazed windows with dark brown vinyl window frames.
- b. Wooden-walled sunrooms with low slope (1:12) roofs will have built up roofing; such rooms with high slope roofs (slope between 1:4 and 1:3) will have reinforced laminated fiberglass shingle roofing. Shingle patterns are to match existing building roofs. An RCABC member accredited contractor shall install the selected roofing system as prescribed by the RCABC Roofing Practices Manual.
- c. On the area of the deck to be occupied by the solarium or sunroom, the existing deck boards and 2" x 8" joists shall be completely removed. The joists will be replaced with new 2" x 10" joists of pressure treated wood. New sub-flooring will be installed in accordance with the approved plans. The outer supporting 2" x 10" beams shall be replaced with pressure treated wood if they are not made from that material. An additional footing and post shall be installed under the new main beam to support the new solarium or sunroom load. Paragraphs 7a,7b and 7d to 7g above also apply to design of a sunroom on the main deck.

9. Engagement of an RCABC Roofing Contractor

To maintain the integrity of the building's laminated reinforced fibreglass shingled high sloped roofs and the flat roofs constructed under RCABC warranty, all new work that becomes a contiguous part of the building roofing system and all repair work shall be carried out by an RCABC registered roofing contractor approved by Council.

10. Fencing of Private Yard Area; Latticework Installation

- a. Fencing around private yard areas shall be:
 - (1) Vertical tongue and groove boards in the lower section and diagonal latticework in the upper section. Posts shall be 4" x 4" and set on concrete foundations. The standard dimensions are average 3" clearance under the bottom rail of the fence and height of 57" from the top to the bottom of the vertical boards.
 - (2) Other combinations of vertical boards and latticework will be considered if they suit the surrounding area.
- b. Latticework may not be installed on main or upper deck railings.

- c. Latticework between the underside of the main deck and the ground shall be limited as much as possible to provide a greater flow of air to dry the underside faster and promote longer life of the deck support structure.

11. Other Items

Potential permitted fixed structures on common property, all subject to the alteration application process and Council approval as stated in bylaw 13. None of these items will be considered to be significant changes to use or appearance of common property (*Act*, section 71):

- a. Skylights and light/sun tunnels;
- b. Rooftop sprinkler systems;
- c. In-ground irrigation systems;
- d. Heat pumps and air conditioners, related exterior screening and external component bases;
- e. Propane tanks and screening;
- f. Replaced or expanded front walkways;
- g. Privacy screens in place of privacy hedges beside driveways;
- h. Main deck extensions over part of the private yard area and stairs from the main deck and deck extensions to ground level;
- i. Lattice screening under the main deck;
- j. Firewood storage structures - see the Strata Rules for the specifications;
- k. Bird feeders;
- l. Compost boxes;
- m. Benches;
- n. Foot bridges over ditches;
- o. Utility buildings, signage and other structures installed by Council for the purpose of maintaining the strata property;
- p. Steps and pathways to assist in navigating a garden area;
- q. French drains;
- r. Lower decks and other constructions under the main deck; and
- s. Split rail fencing segments which do not create an enclosure.

ERE - Bylaws 2025 - Drawings Referred to in the Bylaws Document Introduction

The five drawings which are referred to in the Introduction and which could not be included in the bylaws document are attached.

Questions on any aspect of these drawings should be put to the Bylaws Review Committee at the email address of secretary@erestrata.org.

David Stinson
Secretary, ERE Bylaws Review Committee

Supplied to StrataDocs 2025/12/30
Ordered by Mariann Abram 2026/04/03

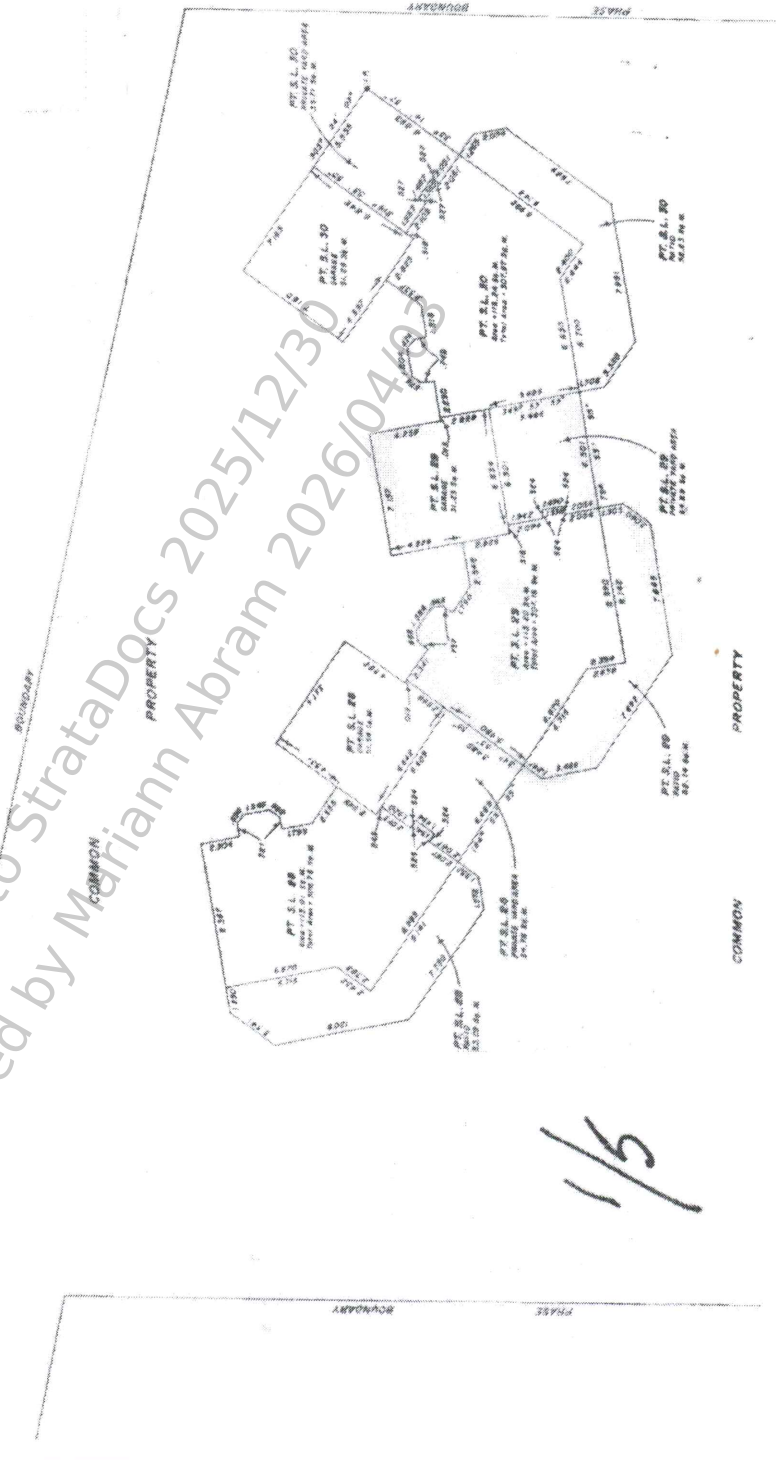
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GROUND FLOOR
PARTS OF STRATA LOTS 28, 29 and 30, and
PRIVATE YARD AREAS.
SCALE - 1 : 500



ERE Pod "A" (left to right Strata Lots 28, 29, 30; right to left Units 1, 2, 3)
Main Floors, Main Decks and Private Yard Areas

Supplied to StrataDocs 2025/12/30
Ordered by Mariann Abram 2026/04/03



Notes:
- All dimensions are given in meters to the nearest 0.01 m.
- The area of each strata lot is given in square meters to the nearest 0.01 m².
- The area of each unit is given in square meters to the nearest 0.01 m².
- The area of each private yard is given in square meters to the nearest 0.01 m².
- The area of each common area is given in square meters to the nearest 0.01 m².
- The area of each private deck is given in square meters to the nearest 0.01 m².
- The area of each private yard is given in square meters to the nearest 0.01 m².
- The area of each common area is given in square meters to the nearest 0.01 m².
- The area of each private deck is given in square meters to the nearest 0.01 m².
- The area of each private yard is given in square meters to the nearest 0.01 m².
- The area of each common area is given in square meters to the nearest 0.01 m².

I, G. J. Anderson, a British Columbia Land Surveyor,
of Victoria, in British Columbia, certify that I was present
at and personally supervised the survey, the making
of the strata plan and the strata plan and that I am
the Surveyor with jurisdiction in the
Province of British Columbia.
G. J. Anderson
1988

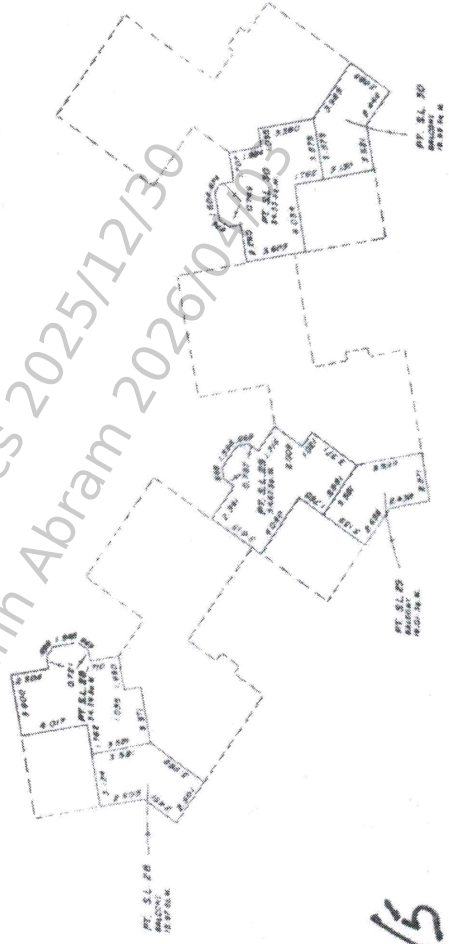
This document was obtained from the VREB StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

TOP FLOOR PARTS of STRATA LOTS 28, 29 and 30. SCALE - 1:1,200



ERE Pod "A" (left to right Strata Lots 28, 29, 30; right to left Units 1, 2, 3)
Upper Floors and Upper Decks

Supplied to StrataDocs 2025/12/30
Ordered by Mariann Abram 2026/02/03



NOTES:
1. All dimensions are indicated by the notes of the plan.
2. All dimensions are indicated by the notes of the plan.
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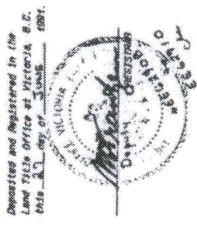
**PHASED STRATA PLAN OF LOT A, PLAN 44487, SECTION 18,
RANGE 1 WEST AND RANGE 1 EAST, NORTH SAANICH DISTRICT.**

FIRST SHEET
SHEET 1 OF 5 SHEETS
PHASE TWENTY-FIVE
STRATA PLAN 1579.

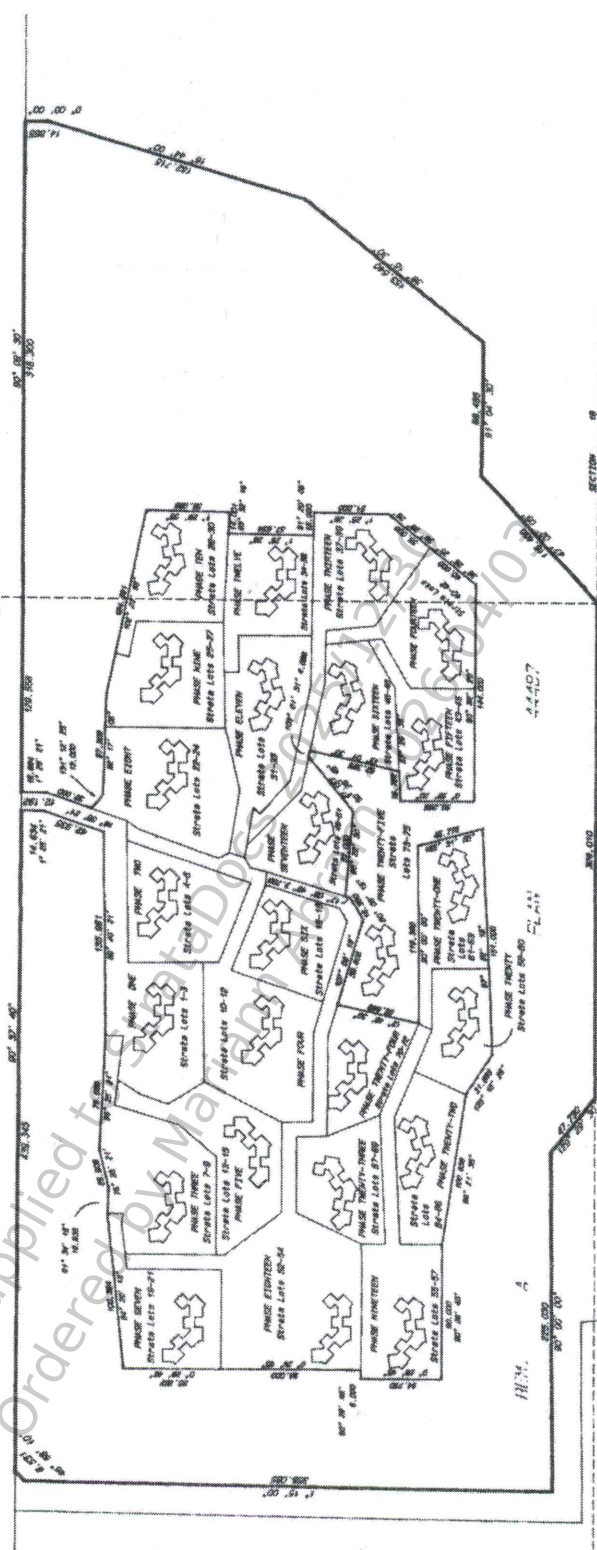


LEGEND:
This plan shows the proposed Strata Plan area in the District of North Saanich. The boundaries were derived from a 1991 Topographic Plan 44487. The boundaries are shown in solid lines. The boundaries are shown in dashed lines if the construction of the boundaries is subject to all distances by common factor 0.000001.
S: Strata lot front set.
M: Strata lot width of street.
D: Strata lot width of street.
P: Distance 'Part of Strata Lot'.

**ERE - As Completed 1991
Showing all 25 Phases**



MAIN ROAD



LOT 1 PLAN 37570

FOR CHANGE OF ADDRESS
SEE ES 232652

THE ADDRESS OF THE APPLICANT IS:
1000 MAIN ROAD, R.R. 4
N.S., B.C.
V8L 4W4

This plan was filed within the
District of North Saanich and
the District of Saanich, B.C.

2. Licensed Surveyor, B.C. 2013-03-28
I, the undersigned, hereby certify
that the foregoing plan and map
are true and correct copies of the
original instruments of the parties.
Date of Filing, B.C.
2013-03-28

3/5

