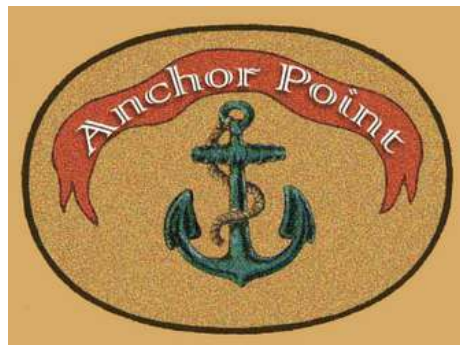


STRATA PLAN VR 1183 ANCHOR POINT 2



BYLAWS

**STRATA PLAN VR 1183
ANCHOR POINT 2 BYLAWS**

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TABLE OF CONTENTS

PART 1	1
1 Compliance with Bylaws and Rules	1
2 Payment of Strata Fees, Fines, Special Levies, and Special Deposits	1
3 Inform Strata Corporation.....	2
4 Permit Entry to Strata Lot.....	3
PART 2	3
5 Use of Property	3
6 Children and Supervision	4
7 Security.....	4
8 Appearance of Strata Lots	4
9 Cleanliness	5
10 Storage Lockers and Bicycle Storage	5
11 Parking	5
12 Pets, Animals, and Pests	6
13 Moving In/Out Procedures	7
14 Residential Rentals.....	8
15 Sale of Strata Lot	8
16 Miscellaneous	8
PART 3	9
17 Repair and Maintenance of Property by Owner.....	9
18 Obtain Approval Before Altering a Strata Lot.....	10
19 Obtain Approval Before Altering Common Property	11
20 Renovations/Alterations	12
PART 4	13
21 Insuring Against Major Perils	13
22 Repair and Maintenance of Property By Strata Corporation.....	13
23 Council to Inform Owners of Minutes	14
24 Maximum Fines	14
25 Continuing Contravention.....	14
26 Council Hearings.....	14
27 Voluntary Dispute Resolution	15
28 Authorization to Proceed.....	15
PART 5	15
29 Officers	15
30 Calling Council Meetings.....	16
31 Council Meetings	16
32 Voting at Council Meetings	16

PART 6		17
33	Council Size.....	17
34	Council Eligibility.....	17
35	Council Members' Terms.....	17
36	Removing Council Member.....	17
37	Replace Council Member.....	18
38	Quorum of Council.....	18
39	Delegation of Council's Powers and Duties.....	18
40	Spending Restrictions.....	19
41	Limitation on Liability of Council Member.....	19
PART 7		19
42	Quorum of Meeting.....	19
43	Person to Chair Meeting.....	20
44	Participation by Other Than Eligible Voters.....	20
45	Voting.....	20
46	Electronic Attendance at Meetings.....	21
47	Order of Business.....	21
48	No License of Use of a Strata Lot.....	22
49	Smoking and Marijuana.....	22
50	Insurance & Responsibility.....	23

**ANCHOR POINT 2
Strata Plan VR 1183**

SCHEDULE OF BYLAWS

Part 1

1 Compliance with Bylaws and Rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

1.2 Failure to comply with any and all bylaws and rules will result in the Strata Corporation levying any or all of fines, fees, deposits and penalties in accordance with the bylaws and rules to every owner and/or resident for every contravention of any bylaw or rule as determined by the Strata Council in accordance with the Act and these bylaws.

2 Payment of Strata Fees, Fines, Special Levies, and Special Deposits

2.1 An owner must pay strata fees, special levies, special and remedial charges, and fines, as determined and/or communicated from time-to-time by the Strata Council, on or before the first day of the month to which the strata fees related, except where otherwise provided for by the Strata Council in writing.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually

2.3 An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account

2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the Strata Corporation will levy a fine of \$200.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$150.00 and an administration charge of \$50.00.

2.5 A special levy and/or remedial charge is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.6 Failure to pay a special levy and/or remedial charge on the due date will result in a fine of \$200.00 for each contravention of bylaw 2.5.

2.7 Where an owner fails to pay a special levy and/or remedial charge in accordance with bylaw 2.5, outstanding amounts will be subject to an interest charge of 10% per annum, compounded annually.

2.8 All fines levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

3 Inform Strata Corporation

3.1 An owner must notify the Strata Corporation in writing of:

3.1a within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.

3.1b a contact mailing address for regular correspondence and a contact phone number or contact email address where the owner or owner's agent could be reached on short notice. This information must be kept up-to-date by providing the Strata Corporation with written notification of any changes at least 48 hours before any changes are due to take effect.

3.1c any concerns, complaints, requests, suggestions, or any other matter that they wish to or are required to communicate to the Strata Council. All communication must be delivered to the person(s) authorized by the Strata Council from time-to-time to receive such communication (normally the manager or management company).

3.2 Failure by an owner to comply with bylaw 3.1 is a contravention of bylaw 3.1 and the Strata Corporation will levy a fine up to \$200.00 for each contravention.

3.3 On request by the Strata Corporation or any of its authorized officers, any person on common or limited common property must inform the Strata Corporation of the resident's name and the strata lot which the resident occupies.

3.4 Failure by a person to comply with bylaw 3.3 is a contravention of bylaw 3.3 and the Strata Corporation representative(s) will take steps to have such person removed from the premises until the identify of such person can be satisfactorily established and trespassing on the Strata Corporation's property ruled out. Where such a person is a resident, a fine up to \$200.00 will be levied instead of removal.

3.5 Owners and/or residents must inform the Strata Council forthwith in writing of any and all of instances of damage, conditions of waste, and conditions of danger when any of these comes to their knowledge.

3.6 Failure by a person to comply with bylaw 3.3 is a contravention of bylaw 3.3 and the Strata Corporation or its representative(s) will take steps to have such person removed from the premises until the identify of such person can be satisfactorily established and trespassing on the Strata Corporation's property ruled out.

3.7 Owners and/or residents must inform the Strata Council forthwith in writing of any and all of instances of damage, conditions of waste, and conditions of danger when any of these comes to their knowledge.

4 Permit Entry to Strata Lot

- 4.1** A resident or visitor must allow any and all person(s) authorized by the Strata Corporation to enter the strata lot or limited common property – in an emergency to ensure safety or prevent significant loss or damage and in a non-emergency at a reasonable hour on 48 hours' written notice:
- 4.1a** to inspect, including not exhaustively for maintenance, assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - 4.1b** to ensure a resident's compliance with the Act, bylaws and rules.
- 4.2** If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot could not provide timely and/or suitable access, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.
- 4.3** The notice referred to in by-law 4.1b must include the date and approximate time of entry, and the reason for entry.

Part 2

5 Use of Property

- 5.1** A resident owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that causes.
- 5.1a** a nuisance or hazard to another person,
 - 5.1b** unreasonable noise
 - 5.1c** unreasonably interferes with the rights of other persons to use and enjoy the common property common assets or another strata lot,
 - 5.1d** is illegal, or
 - 5.1e** is contrary to purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 5.2** A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or othose parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 5.3** An owner is responsible for any damage caused by residents or resident's visitors.
- 5.4** A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Strata Council, a resident must not allow more than two (2) persons to occupy a strata lot originally designated by the owner developer as bachelor or studio unit and not allow more than three (3) persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit. For the

purposes of this bylaw 5.5, a “person” is defined to include children, but exclude visitors staying for less than 30 days, per annum and in aggregate, with a resident of a strata lot.

- 5.5 An owner or occupant who alleges hardship as a result of the passage of bylaw 5.5 may appeal to the Strata Council for permission to be exempt from bylaw 5.5 on the basis of hardship and the Strata Council must not unreasonably refuse the appeal. Such an appeal must be provided in writing and accompanied by supporting evidence to demonstrate “hardship” to the satisfaction of the Strata Council.
- 5.6 Residents are responsible for the conduct of visitors anywhere on common property, limited common property, or in any strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the Strata Council, that will not disturb the rights of quiet enjoyment of others,
- 5.7 Clothes dryers may not be connected to kitchen or bathroom vents due to the incapacity of these vents to handle lint and the resulting damage to common property vents and fans. Only kitchen stove fan hoods may be connected to the kitchen vents and nothing may be connected to the bathroom vents.

6 Children and Supervision

- 6.1 Residents are responsible for the conduct of children and supervision of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the Strata Council, that will not disturb the quiet enjoyment of others.
- 6.2 Children must be constantly accompanied by an adult resident on any common and limited common property.
- 6.3 Residents are responsible to assume liability for and to properly supervise activities of children anywhere on common property, limited common property, or in any strata lot, including, but not exhaustively bicycling, skateboarding and hockey.

7 Security

- 7.1 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground. Any suspicious persons or activities must be reported to the manager or caretaker or security personnel on duty or to the police otherwise.
- 7.2 A resident or visitor must not permit any person to enter into or loiter in or around the building or parkade unless that person can provide evidence of being there legitimately as resident of the building or as required by the building administration. Failure to comply with bylaw 7.2 is a violation thereof and subject to a fine of \$100.00.
- 7.3 A resident or visitor must not use any of the emergency exits for ingress or egress unless in a bona fide emergency.
- 7.4 The maximum number of electronic keys allowed per suite will be the maximum number of residents allowed in the suite plus one. (Refer to Bylaw 5.5)

8 Appearance of Strata Lots

- 8.1 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour
- 8.2 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 8.3 A resident must not display or erect fixtures, poles, antennas, satellite dishes, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories as specified by the Strata Council from time-to-time.

9 Cleanliness

- 9.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot, on common property, or on limited common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner
- 9.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided or that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately. Garbage may not be left in the garbage chute rooms.
- 9.3 A resident must ensure that visible window coverings are clean and in good repair at all times.

10 Storage Lockers and Bicycle Storage

- 10.1 All bicycles and tricycles must enter through the parkade level (P1) and must be carried to the suite. Bicycles and tricycles may not enter through the lobby. A resident must store bicycles and tricycles only in the bicycle rack and storage lockers, not on balconies or patios, unless they can be stored in such a way as to not be seen from the outside.
- 10.2 A resident must not store any weapons, hazardous, flammable, volatile, odorous, or perishable substances in storage lockers. No substances of any kind are permitted to leak, run, spill, or vent out of any storage locker.
- 10.3 Bicycles are not to be placed against or locked to handrails or trees on common property or left in a position that interferes with or obstructs the use of common property.

11 Parking

- 11.1 A resident must not permit an oversized, commercial or recreational vehicle including, but not exhaustively boats, trailers and campers to enter or be parked or stored on common, limited common property, or land that is a common asset.

- 11.2** A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 11.3** A resident storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage. Proof of current valid insurance covering, not exhaustively, fire, theft and third-party liability, must be displayed on the vehicle.
- 11.4** An owner must not sell, lease or licence parking stalls to any person.
- 11.5** A resident must sign the corporation's Parking Agreement and obtain prior approval from the person designated by the Strata Council (normally the manager/caretaker) before parking and must have current approval from the person designated by the Strata Council (normally the manager/caretaker) when parking in the parkade. A resident must park only in the parking stall assigned to the resident. A resident may park one vehicle only per assigned parking stall unless prior written permission is obtained from the Strata Council. Parking is at the vehicle owner's sole risk and the corporation is to be held harmless from any consequences pursuant to the use of the parkade by any resident, owner or visitor.
- 11.6** A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, no parking zones, or the general use of the parkade. A resident or visitor must not permit any obstacles to interfere with parking stalls, access lanes, no parking zones, or the general use of the parkade.
- 11.7** Any resident's vehicle parked in violation of bylaws 11.1-11.5 and 11.6
- 11.8** A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 11.9** A resident or visitor operating a vehicle in the parking areas must activate the vehicle in the parking areas must activate the vehicle's headlights and not exceed 10km/hour.
- 11.10** A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 11.11** A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue forthwith.
- 11.12** A resident may not store any articles or junk anywhere in the parkade, including the resident's allotted parking stall.
- 11.13** Parking rate for non-owners and non-residents shall be higher than for owners and residents.

12 Pets, Animals, and Pests

- 12.1** A resident or visitor must not let or cause or permit any animals, pests, or vermin to come, or emit from, or go to, or be attracted to, or reside in, any and all of a strata lot, or the storage locker, or the parking space assigned to that strata unit, common property, or limited common property. A resident or visitor must not feed birds, rodents, or other wild animals from any strata lot, limited common property, common property or land that is a

common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

- 12.2** Failure to comply with bylaw 12.1 is a contravention of bylaw 12.1 and subject to a fine of \$150.00 and immediate compliance with said bylaw.
- 12.3** No pets are allowed subject to bylaw 12.4
- 12.4** A resident or visitor must not keep any pets on a strata lot, on common property or on land that is a common asset except where permission is already in existence to keep such a pet (a "Permitted Pet") in which case a resident or visitor must not keep or take care of any pets on a strata lot common property or on land that is a common asset except in accordance with bylaw 12.5
- 12.5** A resident owner, tenant occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset. A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within or on the common property or on land that is a common asset. A Permitted Pet found loose on common property or on land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner. A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

13 Moving In/Out Procedures

- 13.1** An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by the Strata Council from time to time.
- 13.2** A resident must provide notice to the Strata Corporation or its authorized designate as determined from time-to-time (normally caretaker or manager) of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00am and 4:00pm, Monday through Friday and 10:00am-2:00pm on Saturdays, Sundays and Statutory Holidays except where modified and posted by the Strata Council from time-to-time.
- 13.3** A resident may not use the stairs but must use the elevator for moves not on the ground floor. A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner.
- 13.4** A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 13.5** A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 13.6** Any tenant attempting to move in without prior arrangement will be viewed as trespassing and access to the building will be denied.

13.7 A resident contravening bylaws 13.1 to 13.7 (all inclusive) shall be subject to a fine up to \$200.00.

13.8 A non-refundable move fee of \$100.00 must be paid at the time notice is provided pursuant to bylaw 13.2 to cover move-in and move-out by an owner, tenant or occupant. The fee is applicable to moves with or without furniture moving.

14 Residential Rentals

14.1 If an owner is exempt from a rental restriction bylaw pursuant to the Act, leases and rentals must comply with the following:

14.1a Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K. Within two weeks of renting their strata lot, the landlord must give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant in compliance with section 143 of the Act.

14.1b the period of time for which a strata lot may be rented must exceed 30 days. Failure to comply with bylaw 14.1b is a violation of the bylaw and subject to a fine of up to \$200.00 for every violation.

15 Sale of Strata Lot

15.1 An owner must ensure that real estate signs not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.

15.2 An owner must ensure that Realtors or Rental Agents meet their clients in the lobby and escort them to the suite.

16 Miscellaneous

16.1 A resident or visitor must not use or store barbecues or hibachis on common property, including limited common property.

16.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

16.3 A resident or visitor must not wear or use inline skates and skateboards ANYWHERE in the building.

16.4 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

16.5 Subject to bylaw 15.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the Strata Council. This shall include, not exhaustively, graffiti, exterior painting, and the addition of wood, ironwork, concrete or other materials.

- 16.6** A resident may post notices on the designated bulletin board subject to being removed by the Strata Council if deemed inappropriate or posted in excess of one week.
- 16.7** A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 16.8** A resident or visitor must not shake rugs, carpets mops or dusters of any kind from any balcony, window stairway or other part of a strata lot or common property.
- 16.9** A resident or visitor must not cause or permit any object whatsoever to fall, be thrown from, or be ejected from the building.
- 16.10** A resident or visitor must not leave shopping carts or any other item, other than those specified from time-to-time by the Strata Council, anywhere on common property.
- 16.11** The Owners, Strata Plan VR 1183 recognize the rising cost of insurance deductibles and want to take steps to increase the likelihood that each owner can live up to his or her financial obligations and pay for the cost of the current strata deductible if it is the owner's responsibility to do so. Therefore, the Owners, Strata Plan VR 1183 agree that each owner shall obtain a minimum of \$25,000.00 (Twenty-Five Thousand Dollars) personal liability insurance coverage and that such insurance is mandatory. An owner, on the written request of the Strata Council, shall provide written proof that they have obtained such insurance within seven days of the request being made.
- 16.12** All door keys, whether physical or digital, to locks on common property are common property and may be made, copied, and issues only by the Strata Corporation through the Strata Council or someone authorized by the Strata Council.
- 16.13** Additional keys, whether physical or digital, may be obtained at any time by paying a deposit to the corporation in an amount as established from time-to-time by the Strata Council. Owners are responsible for collecting the key from their tenant(s). The cost of replacement keys will be established from time-to-time by the Strata Council as deemed necessary.
- 16.14** All keys lost or stolen shall be reported without delay to the current manager, caretaker, management company, or the Strata Council and must be in writing. The sole purpose for this rule is to determine the nature of the security risk posed by the lost key(s) and what action needs to be taken to remedy the security risk.
- 16.15** If any owner, resident, or visitor is found using an unauthorized common property key, the owner of the lot shall be assessed a minimum fine of \$200 and may, if the breach appears serious enough in the judgement of the Strata Council, be assessed the cost of changing all common property locks and the resultant re-issue of keys to all owners.

Part 3

17 Repair and Maintenance of Property by Owner

- 17.1** An owner who has the use of limited common property must repair and maintain it to the sole satisfaction of the Strata Council, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 17.2** An owner who has the use of limited common property must repair and maintain it to the sole satisfaction of the Strata Council, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 17.3** Any repair and maintenance work undertaken by an owner or resident must be done in a timely fashion, not exceeding 2 weeks from commencement to completion, except where otherwise stated or written permission was granted by the Strata Council.

18 Obtain Approval Before Altering a Strata Lot

- 18.1** An owner or resident must obtain the written approval of all owners (except where sole owner) of the strata lot in question as well as the Strata Council before making, permitting, or authorizing an alteration to a strata lot that involves, or modifies or interferes with the intended operation of any of the following:
- 18.1a** the structure of a building;
 - 18.1b** the exterior of a building;
 - 18.1c** patios, chimneys, stairs, balconies or other things attached to the exterior of a Building
 - 18.1d** doors, windows or skylights on the exterior of a building, or that front on the common property
 - 18.1e** fences, railings or similar structures that enclose a patio, balcony or yard;
 - 18.1f** common property located within the boundaries of a strata lot;
 - 18.1g** those parts of the strata lot which the Strata Corporation must insure under **section 149** of the Act; and
 - 18.1h** wiring, plumbing, piping, heating, air conditioning and other services
- 18.2** The Strata Corporation must not unreasonably withhold its approval under bylaw 18.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.
- 18.3** An owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration as well as all necessary permits and approvals of those regulating authorities within whose jurisdiction such alterations fall.
- 18.4** Any repairs, maintenance, renovations, or alterations undertaken by an owner or resident must be done in a timely fashion, not exceeding 14 consecutive days from commencement to completion, except where otherwise stated or written permission was granted by the Strata Council
- 18.5** An owner who has altered a strata lot prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered, or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by any and all owners who have undertaken and/or intended to benefit from the alteration.

18.6 An owner who, subsequent to the passage of bylaw 18.1 alters a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the strata lot to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition,

19 Obtain Approval Before Altering Common Property

19.1 An owner must obtain the written approval of the Strata Corporation before making, permitting, or authorizing an alteration to common property, including limited common property or common assets

19.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:

19.2a submit in writing detailed plans and description of the intended alteration:

19.2b obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council and;

19.2c obtain the consent of the owners by written approval of the Strata Council under bylaw 19.1

19.3 The Strata Corporation may require, as a condition of its approval, that the owner agree in writing, to certain terms and conditions, including, not exhaustively, the following:

19.3a that alterations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives

19.3b that the standard of work and materials be not less than that of the existing structures except where otherwise permitted by the Strata Council

19.3c that all work and materials necessary for the alteration be at the sole expense of the owner;

19.3d that the current owner and any subsequent owner from time to time – of the strata lot intended to receive a benefit from an alteration to common property, limited common property, or common assets, - must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

19.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by any and all owners who have undertaken and/or intended to be benefitted from the alteration.

19.5 An owner who, subsequent to the passage of bylaws 19.1 to 19.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner

refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

20 Renovations/Alterations

- 20.1** An owner must give the Strata Council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 20.2** A resident or owner must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 20.3** The elevators, not the stairs, must be used for the delivery of any construction materials to floors other than the ground floor. The owner must ensure the elevator key is used and that it is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the parkade unless permission is granted in writing by the Strata Council.
- 20.4** A resident or owner must be responsible to ensure:
- 20.4a** drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - 20.4b** stairs, lobbies and paths through the common areas are regularly cleaned (and vacuumed at the request of the Strata Council) and the residential corridor thoroughly vacuumed daily.
- 20.5** An owner must ensure that the hours of work are restricted to 8:00am to 5:00pm, Monday through Friday, and 10:00am to 5:00pm, Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the Strata Council at least five business days before the holiday date.
- 20.6** An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the Strata Council.
- 20.7** An owner or resident performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 20.8** Any repairs, maintenance, renovations, or alterations undertaken by an owner or resident must be done in a timely fashion, not exceeding 14 consecutive days from commencement to completion, except where otherwise approved by, or written extension granted by the Strata Council.

- 20.9** An owner in contravention of bylaws 20.1 to 20.9 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.

Part 4

21 Insuring Against Major Perils

- 21.1** The Strata Corporation must insure against major perils, as set out in regulation 91(2) including, without limitation, earthquakes.

22 Repair and Maintenance of Property By Strata Corporation

- 22.1** The Strata Corporation must inspect, repair and maintain, with due diligence, all of the following:

22.1a common assets of the Strata Corporation;

22.1b common property that has not been designated as limited common property;

22.1c limited common property, but the duty to repair and maintain it is restricted to

22.1.ci repair and maintenance that in the ordinary course of events occurs less often than once a year, and

22.1.cii the following, no matter how often the repair or maintenance ordinarily occurs:

22.1.cii. the structure of the building;

22.1.cii.b the exterior of the building;

22.1.cii.c patios, chimneys, stairs, balconies and other things attached to the exterior of a building;

22.1.cii.d skylights on the exterior of a building or that front on common property;

22.1.cii.e fences, railings and similar structures that enclose patios, balconies and yards.

22.1d a strata lot in a strata plan that is not bare land strata plan, but the duty to repair and maintain it is restricted to

22.1.di the structure of a building;

22.1.dii the exterior of a building;

22.1.diii patios, chimneys, stairs, balconies and other things attached to the exterior of a building;

22.1.di skylights on the exterior

22.1.div fences, railings and similar structures that enclose patios, balconies and yards.

23 Council to Inform Owners of Minutes

23.1 The Strata Council must circulate to or post for owners the minutes of all the Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

24 Maximum Fines

24.1 Except where specifically stated to be otherwise in these bylaws and subject to bylaw 27.1, the Strata Corporation may fine an owner:

24.1a Fine up to \$200.00 for each contravention of a bylaw,

24.1b \$100.00 for each subsequent contravention of a bylaw, and thereafter

24.1c \$200.00 for each contravention of a rule;

24.1d \$10.00 for each contravention of a rule;

24.1e \$25.00 for each subsequent contravention of a rule; and thereafter

24.1f \$50.00 for each continuing contravention of a rule

24.2 The Strata Council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation, levy fines, and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention

24.3 Remedial charges levied against an owner/occupant shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such charge. Where charges are not paid by the due date, interest will be applied to the outstanding amount(s) according to bylaw 2.7

25 Continuing Contravention

25.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, then a fine or penalty as set out in bylaw 26 may be imposed every 7 days.

26 Council Hearings

26.1 By application in writing, a resident may request a hearing at a Strata Council meeting stating the reasons for the request.

26.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 26.1, the Strata Council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the Strata Council of the application.

26.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision with one (1) month of the date of the hearing.

27 Voluntary Dispute Resolution

27.1 A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute itself if all the parties to the dispute consent, and the dispute involves the Act, the regulations, the bylaws or the rules.

27.2 A dispute resolution committee consists of one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

27.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

28 Authorization to Proceed

28.1 The Strata Corporation may proceed under the small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Part 5

29 Officers

29.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its members, at least 1 person as president, at least 1 person as treasurer, and optionally, a vice president and a secretary.

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

29.3 The vice president or designate has the powers and duties of the president while the president is absent or is unwilling or unable to act, if the president is removed, or for the remainder of the president's term if the president ceases to hold office.

29.4 The Strata Council may vote to remove an officer.

29.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, for a period of 2 or more consecutive months, the Strata Council members may appoint elect a replacement officer from among themselves for the remainder of the term.

30 Calling Council Meetings

- 30.1** Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 30.2** The notice in bylaw 30.1 must be in writing.
- 30.3** A Strata Council meeting may be held on less than one week's notice if all Strata Council members consent in advance of the meeting, or the meeting is required to deal with an emergency situation and all Strata Council members either consent in advance of the meeting or are unavailable to provide consent after reasonable attempts to contact them.

31 Council Meetings

- 31.1** The Strata Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 31.2** At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.
- 31.3** If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- 31.4** Owners, spouses and partners of owners may not attend Strata Council meetings as observers unless the Strata Council permits otherwise. Observers wishing to attend a Strata Council meeting must obtain prior written approval from the Strata Council. In the course of a meeting of the Strata Council, any person(s) may be excluded from such meeting by a resolution of the Strata Council.
- 31.5** Despite bylaw 31.4, no observers may attend those portions of the Strata Council meetings that deal with any of the following:
 - 31.5a** bylaw contravention hearings under section 135 of the Act;
 - 31.5b** rental restriction bylaw exemption hearings under section 144 of the Act; Strata Council's opinion, unreasonably interfere with an individual's privacy.

32 Voting at Council Meetings

- 32.1** At the Strata Council meetings, decisions must be made by a majority of the Strata Council members present in person at the meeting.
- 32.2** If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.

- 32.3** The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

Part 6

33 Council Size

- 33.1** The Strata Council must have at least 3 and not more than 7 members.

34 Council Eligibility

- 34.1** An owner of the spouse of an owner may stand for council, but not both. In this Bylaw 34.1, spouse has the definition in Regulation 8.2(2)
- 34.2** No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section of the Act.
- 34.3** No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 34.4** No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

35 Council Members' Terms

- 35.1** The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected.
- 35.2** A person whose term as Strata Council member is ending is eligible for re-election.

36 Removing Council Member

- 36.1** Unless all the owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more Strata Council members. The Strata Corporation must pass a separate resolution for each Strata Council member to be removed. In this bylaw 36.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 36.2** After removing a Strata Council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term or the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

- 36.3** If the Strata Corporation removes all of the Strata Council members, the strata corporation must hold an election at the same annual or special general meeting to replace the Strata Council members for the remainder of term up to, at least, the minimum number of Strata Council members required bylaw of the Strata Corporation for the remainder of the term.
- 36.4** The Strata Council may appoint the remaining Strata Council members necessary to achieve a quorum for the Strata Council, even if the absence of the members being replaced leaves the Strata Council without quorum.
- 36.5** A replacement Strata Council member appointed pursuant to bylaws 36.2 and 36.4 may be appointed from any person eligible to sit on the Strata Council.

37 Replace Council Member

- 37.1** If a Strata Council member resigns or is unwilling or unable to act, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- 37.2** A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- 37.3** The Strata Council may appoint a Strata Council member under bylaw 37.2 even if the absence of the member being replaced leaves the Strata Council without a quorum.
- 37.4** If all the members of the Strata Council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

38 Quorum of Council

- 38.1** A quorum of the Strata Council is 1, if the Strat Council consists of one member, 2, if the Strata Council consists of 2,3 or 4 members, 3, if the Strata Council consists of 5 or 6 members, and 4, if the Strata Council consists of 7 members.
- 38.2** Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.

39 Delegation of Council's Powers and Duties

- 39.1** Subject to bylaws 39.2, 39.3 and 39.4, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council and may revoke the delegation.
- 39.2** The Strata Council may delegate its spending powers or duties, but only by a resolution that
- 39.2a** delegates the authority to make an expenditure of a specific amount for a specific purpose, or

39.2b delegates the general authority to make expenditure in accordance with bylaw 39.3

39.3 A delegation of a general authority to make expenditures must

39.3a set a maximum amount that may be spent, and

39.3b indicate the purposes for which, or the conditions under which, the money may be spent.

39.4 The Strata Council may not delegate its powers to determine, based on the facts of a particular case, whether a person has contravened a bylaw or rule, whether a person should be fined, and the amount of the fine, whether a person should be denied access to a recreational facility, or whether an owner should be granted an exception from a rental restriction bylaw under section 144 of the Act.

40 Spending Restrictions

40.1 A person may not spend the Strata Corporation's money unless the person had been delegated the power to do so in accordance with these bylaws.

41 Limitation on Liability of Council Member

41.1 A strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any and all power or the performance or intended performance of any and all duty(s) of the Strata Council.

41.2 Bylaw 41.1 does not affect a Strata Council member's liability, as an owner, for a judgement against the Strata Corporation.

41.3 All acts done in good faith by the Strata 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 Strata Council, as valid as if the Strata Council member had been duly appointed or had duly continued in office.

Part 7

42 Quorum of Meeting

42.1 If, within the ¼ hour from the time appointed for annual or special general meeting, a quorum is not present, the eligible voters, present in person, by proxy, or electronically constitute a quorum.

42.2 This bylaw 42 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

42.3 A quorum consists of fifteen percent (15%) of all eligible voters present in person, electronically or by proxy.

43 Person to Chair Meeting

- 43.1** Annual and special general meetings must be carried by the president of the Strata Council or a person designated by the president.
- 43.2** If a chair for the meeting is not available, the chair must be elected by the eligible voters in present in person, electronically, or by proxy from among those persons eligible to vote, who are present in person at the meeting.

44 Participation by Other Than Eligible Voters

- 44.1** Tenants and occupants may attend annual and special general meetings whether or not they are eligible to vote.
- 44.2** Persons who are not eligible to vote, including tenants and occupants, may not participate in the discussion at a meeting, except if permitted to do so by the chair of the meeting.
- 44.3** Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

45 Voting

- 45.1** Except on matters requiring unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien, against that strata lot under section 116(1) of the Act.
- 45.2** Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of the bylaws or rules, including legal costs for which the owner is responsible under section 131 of the Act.
- 45.3** At an annual or special general meeting, voting cards must be issued to eligible voters.
- 45.4** At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 45.5** If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 45.6** The outcome of each vote including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 45.7** If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president or Strata Council designate, may break the tie by casting a second, deciding vote.

45.8 Despite anything in bylaws 45.1-45.8 (all inclusive), an election of the Strata Council or the removal of a Strata Council must be held by secret ballot and each member needs a majority over 50% of the vote.

46 Electronic Attendance at Meetings

46.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

46.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

47 Order of Business

47.1 Except where the order and agenda have been constituted otherwise by the Strata Council as set forth in the notification of the meeting, the order of business at an annual and special general meeting is as follows:

47.1a certify proxies and corporate representatives and issue voting cards:

47.1b determine that there is a quorum;

47.1c elect a person to chair the meeting if necessary:

47.1d present to the meeting proof of notice of meeting or waiver of notice:

47.1e approve the agenda:

47.1f approve minutes from the last annual or special general meeting.

47.1g deal with unfinished business

47.1h receive reports of the Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

47.1i ratify any new rule – rules made by the Strata Corporation under section 125 of the Act;

47.1j report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

47.1k approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

47.1l deal with new business including any matters about which notice has been given under section 45 of the Act;

47.1m elect a Strata Council if the meeting is an annual general meeting;

47.1n terminate the meeting.

48 No License of Use of a Strata Lot

- 48.1** A strata lot must not be used for short-term accommodation purposes (less than 30 days), such as bed-and-breakfast, lodging house, hotel, home exchange, and time share or vacation rental. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot.
- 48.2** A breach of bylaw 48(1) is subject to a fine of \$1000 for each contravention of bylaw 48(1)
- 48.3** The advertisement for the license of use of all or part of a strata lot is prohibited.
- 48.4** A breach of bylaw 48(3) is subject to a fine of \$200 for each contravention of bylaw 48(3).

49 Smoking and Marijuana

- 49.1** For the purposes of this Bylaw 49, the following definitions apply:
- (a)** “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or any other substances (including, for clarity, marijuana or crack-cocaine);
 - (b)** “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette, pipe or other similar devise.
- 49.2** An owner, tenant, occupant or visitor must not smoke or vape anywhere on or within the common property, limited common property or common assets of Strata Plan VR 1183, and including within any individual strata lot of Strata Plan VR 1183.
- 49.3** An owner, tenant, occupant or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, or harvesting of marijuana, or any marijuana-related product, or any product containing marijuana or derivatives of marijuana, including but not limited to oils, creams, medicants, beverages and edible products.
- 49.4** An owner, tenant, occupant or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of manufacturing, selling or distribution of marijuana, or any marijuana-related product, or any product containing marijuana or derivatives of marijuana, including but not limited to oils, creams, medicants, beverages and edible products.
- 49.5** All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or any other person that they may allow into the building.
- 49.6** The owners acknowledge that the Strata Council may make reasonable accommodation for one or more individuals who may have a recognized and significant addiction to nicotine that has been defined by an authority as a physical or mental disability. Whether or not a reasonable accommodation is then required shall be at the discretion of the Strata Council upon verification of an addiction and resulting disability. In making such an

accommodation, the Strata Council will consider how it might be possible to accommodate the disability without exposing others to second-hand smoke and without incurring significant cost to the strata corporation.

50 Insurance & Responsibility

50.1 Insuring against major perils

The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

50.2 Responsibility of Owners

If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

50.2(a) For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 51.1, in any of the following circumstances:

50.2(a)(i) the owner is responsible for the loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the word “**responsible**” has the same meaning as the word “**responsible**” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;

50.2(a)(ii) the loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);

50.2(a)(iii) the loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:

50.2(a)(iii)(A) dishwasher;

50.2(a)(iii)(B) refrigerator with ice/water dispensing capabilities;

50.2(a)(iii)(C) garburator;

- 50.2(a)(iii)(D)** washing machine;
- 50.2(a)(iii)(E)** toilets, sinks, bathtubs;
- 50.2(a)(iii)(F)** dedicated plumbing related pipes and fixtures, that solely service a strata lot
- 50.2(a)(iii)(G)** exhaust fans and humidifiers/dehumidifiers
- 50.2(a)(iii)(H)** anything introduced into the strata lot by a resident or visitor
- 50.2(a)(iii)(I)** any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- 50.2(a)(iii)(J)** any pets residing in or visiting at the owner's strata lot;
- 50.2(a)(iii)(K)** any person residing in or visiting at the owner's strata lot; and
- 50.2(a)(iii)(L)** barbecues or smokers; and

50.2(b) For the purposes of this bylaw "loss or damage" includes any legal costs incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a full indemnity basis.

50.2(c) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation, as applicable, and will be charged to the owner.