Strata Property Act

Form I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS 3589 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual general meeting held on May 27, 2020.

It was resolved by ¾ vote resolution of the Owners, Strata Plan 3589, that Bylaw 37 (9) be amended and registered as follows:

37 (9) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws or unless expressly authorized by council through a majority vote resolution at the council level.

.................................................................
Signature of Council Member

.................................................................
Signature of Second Council Member (not required if council consists of only one member)
Strata Property Act

Form I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS 3589 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on April 26, 2018*:

2 pages of bylaws enclosed and immediately follow

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.
BYLAW ADDITIONS/AMENDMENTS

Marijuana Bylaw

3
(23) Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odors, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that:

(a) Legally permissible small-scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are grown within the strata plan and that odors, moisture, mould and insurance issues are strictly avoided.

Deck Lighting Bylaw

3
(18)
(g) Patio and deck lighting, provided there are no more than 4, un-affixed, LED, white in color, maximum colour temperature 2700k bulbs, and are situated on the deck surface.

Alcohol Bylaw

3
(19) Consumption of alcohol is prohibited within the bounds of the common property, except that consumption of alcohol is permitted:

(a) On limited common property which a person has the right to use and which is not accessible to the public, and/or

(b) Within interior portions of common property, subject to the condition that no more than a single serving for consumption is in a person’s possession, in a plain, unmarked, non-breakable, non-glass serving container which must not be left unattended. No person may carry, keep or leave any open alcohol container, or consume alcohol, within common property, except in the Cascade Lounge, and having obtained a Special Occasion Permit for group bookings/reservations of the Cascade Lounge, or on limited common property which they have a right to use.

Such consumption must also comply with any applicable municipal or provincial laws and no person may use the common property in a state of intoxication which constitutes or causes a contravention of any other bylaw.

User Fee Bylaw – Movement of Furnishings
3.4

(1) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act, a user fee must be paid to the Strata Corporation for every complete change in occupancy or residency of a strata lot. The user fee relates to use of the common property and mandatory use of the registration website maintained as a common asset. The user fee is as follows:

(a) The user fee shall be in the amount of $200.00 where the change in occupancy involves the movement of furnishings and/or major appliances.

**Change in Occupancy Bylaw**

3.4

(2)

i. Any change in occupancy must be registered on the strata corporation’s community website at www.waterscapescommunity.com at least 24 hours prior to taking occupancy for the purpose of providing occupant emergency contact information and obtaining necessary forms and authorized access.

ii. When the change in occupancy involves the movement of furnishings and/or major appliances, the user must make arrangements with the community director to obtain a parking pass as well as the keys to the elevator and foyer door no less than 24 hours prior to the use.

**Pickless Lock Bylaw**

7

(4) All keyless entry locks must have a satin chrome finish.

**Underground Cleaning Parking Bylaw**

3.2

(11) To facilitate the cleaning of the underground parking area, parking stalls must be vacant during the designated day and time appointed by strata council.

**Recyclable Items Bylaw**

3

(20) Recyclable items deposited in the garbage rooms become the property of the strata and will be disposed of as directed by council. Removal of returnable containers from the garbage room is prohibited.
2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
   Form-I Amendment to Bylaws

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
   [PID] [LEGAL DESCRIPTION]

   NO PIO NMBR  THE OWNERS, STRATA  PLAN KAS3589

   Related Plan Number: KAS3589
Strata Property Act

Form I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS3589 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on April 13th, 2017

1._ pages of bylaws enclosed and immediately follow

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.
1: **Patio Heater Bylaw**

3

(f) One CSA approved fire table no taller than 36 inches in height. No other outdoor heaters and/or similar appliances or devices used outdoors or designed or intended for outdoor use are permitted.

A personal fire extinguisher, minimum 5 lbs, ABC rated, must be in the immediate vicinity at all times when an Appliance is in operation.

2: **Guest Suite Bookings**

3.3

(12)

1. Reservations must be made on the website at least one business day in advance of the check-in date, and may be made no earlier than 180 days in advance. A $60 user fee is required to book the Guest Suite, to be paid at the time of booking. The reservation will not be confirmed until payment of the user fee is received. That fee will then be applied to the first night's rental. If the reservation is cancelled within 14 days of the check-in date, that user fee is non-refundable; however, if the reservation is cancelled more than 14 days in advance, the user fee will be refunded to the applicant.

3: **Bicycle Storage**

3

(20)

(c) In a storage locker assigned for the exclusive use of their strata lot.

(d) In the L15 storage locker, if available. Bicycles stored in the L15 storage locker area must be on and locked to the bike rack.

(e) On a wall-mounted bike rack in their designated parking stall. Owners must obtain the prior written approval of the Strata Council before installing a wall-mounted bike rack as an alteration. Only stalls which have a wall adjacent to their stall and which can accommodate a rack without obstruction will be permitted a rack. Installation of a wall-mounted bike rack is considered to be an alteration as outlined in the bylaws and is subject to the conditions set out in the alterations bylaws.

(22) All bicycles in the L15 locker must prominently display a bicycle sticker issued by the Strata Corporation for the current year. The Strata Council may issue such stickers on terms they consider appropriate, and may restrict the number of stickers assigned to each stratalot.
4 Visitor Parking

3.2

(d) Each visitor may park any vehicle in visitor parking for up to a cumulative maximum of 5 days in any given calendar week, subject only to exceptions approved by the Community Director or the Strata Council.

5 4 Hour Parking Stalls

3.2

(12) The four common property parking stalls near the Osprey 2 lobby entrance are restricted to visitor parking, with the appropriate visitor parking tag, and no vehicle may park there for more than a cumulative maximum of 4 hours per day.

5 EV Charging Station Charges

3.2

(11)

(b) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act, a user fee must be paid to the Strata Corporation for the use of any designated Electric Vehicle Charging Station on common property, in the amount of $1 per hour, with a maximum fee of $10 per 24 hours. The Strata Council is authorized to install signage to that effect.

6 Blinds Bylaw Amendment

3

(14) Each owner, tenant and occupant must ensure that drapes or blinds visible from the outside of the building are in keeping with the size and color of the original building specifications, except that white roll down style blinds are permitted in both the tower and low rise buildings, and up to 2" shutter horizontal blinds are permitted in the low rise buildings. Reflective silver and gold metallic films, aluminum foil, paper or other makeshift materials are not to be applied or affixed to windows, or used as window shades.

7 Camera Locations

37(3)

(i) Garbage Rooms,
U) The interior of the Ellis Street Ramp
Your electronic signature is a representation by you that:
• you are a subscriber; and
• you have incorporated your electronic signature into
  • this electronic application, and
  • the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the Land Title Act, RSBC 1996, C. 250.

Your electronic signature is a declaration by you under Section 168.41 of the Land Title Act in respect of each supporting document required in conjunction with this electronic application that:
• the supporting document is identified in the imaged copy of it attached to this electronic application;
• the original of the supporting document is in your possession; and
• the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

1. CONTACT: (Name, address, phone number)

ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.

#1 - 1441 ST. PAUL STREET

KELOWNA BC V1Y 2E4

Phone: (250) 712-0025
Fax: (250) 712-2265

Document Fees: $28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN KAS3589

Related Plan Number: KAS3589
The Owners, Strata Plan KAS 3589 certify that the following or attached amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on May 17, 2016:

It was moved and seconded to approve the bylaw resolution as proposed; motion carried.

J pages of bylaws enclosed and immediately follow

3/4 Vote Resolution #5

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan KAS 3589 that, bylaws 3(20) and 3(21) be approved and registered as follows:

3(20) Bicycles may only be stored and/or parked in locations specified in the bylaws and/or rules. Bicycles may only be parked or stored in the following locations:

   a) On common property in front of building entrances on the racks provided, except between the hours of 11:30 pm and 6:00 am.

   b) Any Bicycle prescribed by a physician to assist with any physical disability may be parked or stored in a location specifically approved in advance by council in writing.

3(21) In any event, despite any other provision of the bylaws, Bicycles may not be permitted to obstruct access or passage within the bounds of the strata plan.

3/4 Vote Resolution #6

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan KAS 3589 that bylaw 3.2(2) be amended and registered as follows:

3.2(2) All vehicles within the bounds of the Strata Plan must be properly licensed and insured for travel on public roads, or if stored, insured for storage with at least 2 million dollars of third
partly liability coverage. Proof of insurance must be provided on request of the Strata Council. Unlicensed vehicles may only be stored in the parkade, and must be covered with a vehicle dust cover.

**3/4 Vote Resolution #7**

Whereas there exist many small spaces within the common property parking facilities which are too small for a standard motor vehicle, but aren't in use for any other purpose,

Therefore, be it resolved by ¾ vote resolution of The Owners, Strata Plan KAS 3589, that the following bylaw be approved and registered as bylaw 3.2 (11)

3.2 (11) Notwithstanding bylaw 3.2(4) the Strata Council may designate any unused and suitable common property portion of covered parking or underground parking garage for the exclusive or non-exclusive use of one or more owners or occupants for the purpose of parking two or three wheeled vehicles, similar small vehicles, or small trailers, subject to the following criteria:

(a) Any such assignment is made on an automatically renewing monthly basis, except that the Strata Council may refuse, modify or revoke any such designation in their sole discretion at anytime.

(b) In order to be considered for such an assignment of such a space, an owner or occupant must apply in writing with a description of the location, the license number or proof of insurance for a fuel powered vehicle and the proposed orientation and means of access, along with pre-payment of the applicable user fee.

(c) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act a monthly user fee, which six months of user fees must be paid to the Strata Corporation in advance for the use of the common property, is as follows:

(i) $50.00 per month, or $300.00 for six months, for the purpose of parking a small trailer or small watercraft; and

(ii) $25.00 per month, or $150.00 for six months, for the purpose of parking a motorbike or scooter.

**¾ Vote Resolution #8**

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan KAS 3589 that, Bylaw 3 (19) be repealed and replaced with the following:

3 (19) No person may carry, keep or leave any open alcohol container, or consume alcohol, within common property, except for in the Cascade Lounge during group bookings/reservations of the Cascade Lounge, or on limited common property which they have a right to use.

**3/4 Vote Resolution #10**

BE IT RESOLVED by a¾ vote of The Owners, Strata Plan KAS 3589 that the following bylaw be added as bylaw 3.2(11):
Electric Vehicle Charging Stations

3.2(11)

(1) Once installed and activated, one or more Electric Vehicle Charging Stations (EVCS) shall be available for use by all strata lot owners, tenants, and occupants, subject to the following bylaw provisions and the rules established from time to time by the Strata Council.

(2) The following bylaws apply specifically to anyone using the EVCS:
   (a) Vehicles permitted to use the EVCS include both hybrid and pure electric vehicles;
   (b) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act a set out in the following formula, or such other amount as determined by Strata Council in a rule from time to time, must be paid to the Strata Corporation for the use of the Electric Vehicle Charging Station;
      i. The energy consumed by the user (kWh) multiplied by the current rate for energy consumption as set out by Fortis BC, or its successor company; and
      ii. If Fortis BC offers different rates for energy consumption, the amount used in the formula for 3.2(2)(b)(i) shall be the highest energy consumption rate charged by Fortis for that billing period.
   (c) Users must adhere to all terms of use, instructions and warnings posted by or at the direction of the Strata Council;
   (d) Use of charging stations are on a first come-first served basis;
   (e) Users must only park in a designated EVCS charging bay while actively charging their vehicle and must vacate the EVCS charging bay immediately when charging is complete;
   (f) Vehicles must not be parked within and/or using an EVCS parking spot for longer than twelve (12) consecutive hours;
   (g) Vehicles must be parked fully within an EVCS parking spot and must not obstruct walkways, common property or municipal roads, or adjacent EVCS charging bays or impede the flow of traffic;
   (h) Users must not unplug chargers from other users’ vehicles;
   (i) After use, users of the EVCS must neatly return the charger cord to its holder and ensure the area is left in a safe and tidy condition; and
   (j) Vehicles solely containing internal combustion engines are strictly prohibited from parking in an EVCS charging bay.

(3) Any Strata Council member may order that any vehicle within the bounds of the strata plan in apparent contravention of these bylaws be towed at the vehicle owner’s expense. This bylaw shall not restrict the Strata Corporation from towing a vehicle after any other finding of a bylaw contravention relating to parking.

(4) It is the responsibility of each user of an EVCS to ensure that it is safe to use before making any use of it, to report any injury, accident, maintenance or safety issue immediately to a representative of the Strata Corporation, and to provide a further full written summary within 24 hours if any injury to person or damage to property was observed.

(5) Any use of an EVCS is at the sole risk of the user, who assumes all risks including but not limited to; death, injury, damage to persons, damage to or loss of personal property; and indemnifies the Strata Corporation, its members, agents and employees for all liability as a condition of use.

(6) A duly authorized representative of the Strata Corporation may temporarily close or restrict use of any Electric Vehicle Charging Station if it is being used in an unsafe or disruptive manner or it requires maintenance.
Your electronic signature is a representation by you that:
- you are a subscriber; and
- you have incorporated your electronic signature into
  - this electronic application, and
  - the imaged copy of each supporting document attached to this electronic application,
    and have done so in accordance with Sections 168.3 and 168.41(4) of the Land Title Act.

Your electronic signature is a declaration by you under Section 168.41 of the Land Title Act in respect of each supporting document required in conjunction with this electronic application that:
- the supporting document is identified in the imaged copy of it attached to this electronic application;
- the original of the supporting document is in your possession; and
- the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part IO. I of the Land Title Act.

1. CONTACT:  (Name, address, phone number)
   ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.
   #1 - 1441 ST. PAUL STREET
   KELOWNA BC V1Y 2E4
   Document Fees: $25.48
   Phone: (250) 712-0025
   Fax: (250) 712-2265

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
   Form-I Amendment to Bylaws
   LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
   [PID] [LEGAL DESCRIPTION]
   NO PID NMBR THE OWNERS, STRATA PLAN KAS3589

   Related Plan Number: KAS3589
**Strata Property Act**

**Form I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, **Strata Plan KAS 3589** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the **Strata Property Act** at an annual or special general meeting held on **May 7, 2015:**

3.2 (11) No vehicle equipped with studded tires, chains or any similar hard gripping surface may be brought, kept or operated within the bounds of the strata plan.

It was moved and seconded, by¾ vote resolution of The Owners, Strata Plan KAS 3589, that bylaw 3.3 (11) (i) be amended and replaced with the following bylaw:

3.3 (11) (i) The Strata Council may set the Cascade Lounge group reservation/booking hours by Rule, and absent any such rule, the hours shall be 8:00am to 10pm daily.

It was moved and seconded, by¾ vote resolution of The Owners, Strata Plan KAS 3589, that bylaw 3.1(1) and bylaw 3.1(5) be amended and replaced with the following:

3.1 (1) An owner, tenant, occupant or visitor must not keep animals livestock, fowl or pets in any strata lot or otherwise within the bounds of the strata plan, with the exception of not more than 2 domesticated pets per strata lot, including caged animals, cats or dogs subject to the further restrictions set out in the bylaws.

3.1 (5) Notwithstanding any other provision in the bylaws, the following animals are not permitted within the bounds of the strata plan:

a) reptiles,

b) arachnids,

c) venomous animals,

d) exotic animals,

e) mated pairs of fertile animals and/or animals kept for the purpose of breeding.
It was moved and seconded, by¾ vote resolution of The Owners, Strata Plan KAS 3589, that bylaw 3.4(1) be amended and replaced and that bylaw 3.4(3) be approved as follows:

3.4 (1) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act, user fees must be paid to the Strata Corporation for each day of use of the common property related to a change in occupancy or residency, as follows:
   a) The user fee shall be in the amount of $200 where the new occupants intend to stay for more than 30 days, and the change in occupancy involves the movement of furnishings and/or major appliances.
   b) The user fee shall be in the amount of $75 where the new occupants intend to stay for more than 30 days, but no movement of furnishings or major appliances takes place.
   c) No such user fee shall apply where the new occupants intend to stay for 30 days or less.

3.4 (3) It is the responsibility of the owner of the strata lot to pay the user fees specified herein.

3 (19) No person may carry, keep or leave any open alcohol container, or consume alcohol, within common property, except in the Cascade Lounge, and having obtained a Special Occasion Permit for group bookings/reservations of the Cascade Lounge, or on limited common property which they have a right to use.

pages of bylaws enclosed and immediately follow

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.
1. CONTACT: (Name, address, phone number)
   
   ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.
   #1 - 1441 ST. PAUL STREET
   Phone: (250) 712-0025
   Fax: (250) 712-2265
   KELOWNA BC V1Y2E4
   Document Fees: $24.20
   
   Deduct LTSA Fees? Yes 0

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
   
   Form-I Amendment to Bylaws
   LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
   [PID] [LEGAL DESCRIPTION]

   NO PID NMBR THE OWNERS, STRATA PLAN KAS3589
   
   Related Plan Number: KAS3589
**Strata Property Act**

**Form I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, **Strata Plan KAS 3589** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on April 29, 2014:

**Use of Property**

3. (19) The use of alcohol is strictly prohibited in common areas with the exclusion of the Cascade Club subject to obtaining a special occasion permit issued by B.C. Liquor Control Board.

**Use of Amenity Areas**

3.3 (12) The following bylaws apply specifically to anyone booking, entering or using the Guest Suite(s).

I. Reservations must be made on the website at least one business day in advance of the check-in date.

II. A user fee of $60.00 per night or such other amount as set by council in a rule from time to time is required to book the Guest Suite. Payment must be made with a credit card via PayPal, or by cheque or cash prior to check-in. Any additional costs related to the cleanup and/or repair of the Guest Suite will be billed directly to the resident's strata unit;

III. Non-concurrent bookings: Residents can make one reservation at a time. The current reservation and stay must be realized before a second reservation can be made.

IV. Booking Requests: All booking requests must be made by the resident. Owners who have assigned their amenity privileges to a tenant through a rental agreement are not entitled to book the guest rooms. Guests are not entitled to book rooms directly.

V. Resident Responsibility: The resident booking the room is responsible for the guest check-in. They must familiarize themselves with the procedures, help their guest with visitor parking, inform their guests regarding amenity rules, give the guest access to the room and the key, and other procedural requirements.
It was moved and seconded to approve the bylaw resolution as proposed; motion carried.

\[i\] pages of bylaws enclosed and immediately follow.

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)
SCHEDULE OF BYLAWS
The Owners, Strata Plan KAS 3589

Be it resolved by ¾ vote resolution of The Owners, Strata Plan KAS 3589 that all previously registered bylaws and all rules be repealed, and replaced with the following bylaws, with the exception that the previously registered rental restriction and pet restriction bylaws are amended as incorporated herein. The following bylaws replace the Schedule of Standard Bylaws from the Strata Property Act:

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

Payment of strata fees
1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) If an owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually, or may assess a fine of up to $200.00 for each month that the strata fees or special levy remains unpaid.

(3) If any payment made to the Strata Corporation by cheque is returned by an owner’s bank due to insufficient funds, that owner may be fined up to $200.00 for failing to honour a cheque.

Repair and maintenance of property by owner
2 (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws and the provisions of the Strata Property Act as amended from time to time.

(2) An owner who has the use of limited common property must repair and maintain that limited common property, including horizontal and vertical surfaces contained therein, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

(3) Each owner must keep limited common property assigned for the exclusive use of his or her strata lot clear of snow, ice, slush, dirt and debris.

Use of property
3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
   (a) causes a nuisance or hazard to another person,
   (b) causes unreasonable noise or disturbance,
   (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
(d) is injurious to the reputation of the Strata Corporation,
(e) is contrary to any registered charge, provincial, federal or municipal
enactment or regulation, or
(f) is contrary to a purpose for which the strata lot or common property is
intended as shown expressly or by necessary implication on or by the
strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than
reasonable wear and tear, to the common property or common assets or those
parts of a strata lot which the Strata Corporation must repair and maintain under
these bylaws or insure pursuant to section 149 of the Act.

(3) Owners are responsible to ensure that their tenants, co-occupants, agents,
employees, guests, visitors, pets and invitees comply with the bylaws and rules.

(4) An owner, tenant, occupant or visitor must not prop or hold open common
exterior doors for any reason.

(5) An owner, tenant, occupant or visitor must not drop, throw, hang or suspend
anything from windows, doors, decks, railings or any portion of common property,
including limited common property, or cause water to flow over the edge of their
decks or balconies other than rainwater.

(6) Anything affixed to the exterior of a strata lot, or to common property or
limited common property constitutes an alteration, subject to bylaw 5 and/or 6
and 6.1.

(7) Signs, notices, flags, advertising and similar items may not be placed or
displayed from within a strata lot or the common property, including limited
common property without the prior written approval of the Strata Council, except
that the following signs are permitted without such approval:
   (a) Election signs displayed from within a strata lot,
   (b) Standard “For Sale” and/or “Open House” signs related to an offering of
a strata lot within the Strata Plan for sale. The Strata Council has
designated one or more areas for the display of such signs on common
property and from time to time by passing a rule may designate other
areas, in which case such a sign may only be displayed in the designated
area(s).
   (c) Signs posted at the direction of the Strata Council.

(8) Nothing may be used, stored or placed in a strata lot or on common property,
including limited common property in such a manner that it creates a fire hazard.
(9) An Owner may not allow waste, refuse or debris to accumulate within their strata lot, nor shall any person deposit waste, refuse or debris on common property, including limited common property. Sanitary disposal of household garbage and other refuse is the responsibility of each strata lot owner, tenant or occupant. Household garbage must be placed only in designated receptacles. Any other type of refuse must be removed from the property by the owner for proper disposal.

(10) Each owner is responsible to ensure that their strata lot is at all times outfitted with a properly functioning smoke detector with an audible alarm. Owners must test smoke detectors annually and must replace them after 10 years of service.

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

(12) No commercial, professional or business activities are permitted within a residential strata lot or on common property, except for the production of art, crafts, or professional activity which is not apparent from outside of the strata lot, and does not significantly increase vehicle or pedestrian traffic within the development. Nothing in this bylaw shall be construed to prevent the authorized rental of a strata lot, cleaning or other services provided to a strata lot owner or to the Strata Corporation, or activities which are normally incidental to typical residential use.

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

(14) Each owner, tenant and occupant must ensure that drapes or blinds visible from the outside of the building are in keeping with the size and color of the original building specifications. Reflective silver and gold metallic films, aluminum foil, paper or other makeshift materials are not to be applied or affixed to windows, or used as window shades.

(15) Excepting for the permitted parking of insured and registered vehicles, boats and trailers, and the use of designated storage lockers located above the parking garage as specifically authorized in the bylaws, no part of the common property may be used for storage without the written consent of the Strata Council.
(16) All use of the property must comply with covenants and other valid restrictions registered on title, and must not interfere with the Strata Corporation’s obligations with respect to easements and/or statutory rights of way.

(17) Only artificial wreaths, garlands, and/or holiday trees are permitted within a strata lot or limited common property.

(18) Subject to approval granted pursuant to bylaw 6(3), owners, tenants, and occupants must keep balconies, patios and decks clean and tidy and must not display, affix or erect fixtures, poles, racks, storage sheds or similar structures permanently or temporarily within balconies, patios or decks, whether they are part of the strata lot, or common property, limited common property, or land that is a common asset, except as specifically permitted by these bylaws, and with the required approval. Despite the foregoing, the placing of the following items on the limited common property balconies, patios and decks shall be permitted without any requirement for specific permission or approval subject, to the general requirement that these these items be kept clean, in good order and in good repair:

(a) Reasonable, unaffixed, freestanding, self-contained planter boxes or similar plant containers, which must not be allowed to leak or overflow, but not including hanging containers, baskets or plants,

(b) Reasonable unaffixed purpose designed patio furniture and accessories,

(c) One safely secured, but unaffixed shade umbrella,

(d) Purpose designed outdoor carpets, and

(e) Barbeques, which must be properly stored, used and maintained in compliance with manufacturer’s directions.

(19) The use of alcohol is strictly prohibited in common areas with the exclusion of the Cascade Club subject to obtaining a special occasion permit issued by B.C. Liquor Control Board.

Pets

3.1 (1) An owner, tenant, occupant or visitor must not keep animals, livestock, fowl or pets in any strata lot or otherwise within the bounds of the strata plan, with the exception of not more than either two dogs or cats, or one dog and one cat.

(2) Owners, tenants, occupants and visitors must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset. The owners of pets shall be fully responsible for the behavior of the pets within the strata lots and common property. The owner of the strata lot will be responsible for clean-up, damage or repair required or caused by the presence of their pets or the pets of their guests in the development. Pets must not be kept or left unattended and/or unsecured on common property, including limited common property.
(3) No vicious dogs are permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:

(a) Any dog that has killed or injured any person or another animal while running at large;
(b) Any dog that aggressively harasses or pursues another person or animal while running at large;
(c) Any dog primarily owned or in part for the purposes of dog fighting or is trained for dog fighting; or
(d) A Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominantly conforming to the standards for any of the above breeds as established by the Canadian Kennel Club or the American Kennel Club, or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

(4) It is the responsibility of each strata lot owner to ensure that the pets belonging to the owner or their co-occupants, tenants, agents, invitees, guests and/or visitors shall not cause a nuisance to any resident, damage to any strata lot, common property, or personal property, or injury or death. The strata lot owner must fully indemnify the Strata Corporation for any liability incurred as a result of the pet’s presence within the bounds of the strata plan, including the Strata Corporation’s legal costs on a "solicitor and own client" basis.

(5) If the Strata Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the Strata Council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

(6) Notwithstanding the foregoing, it is not the purpose of this bylaw to encourage or compel any person to disrupt the natural movement or inhabitation of outdoor portions of the strata plan by wild animals, however no owner, tenant or occupant may feed birds or other wild animals from any part of the strata plan, or otherwise encourage or discourage their presence - except as permitted by law and with the written permission of the Strata Council.
Parking

3.2 (1) Owners, tenants, occupants and visitors may only drive and park vehicles within the bounds of the Strata Plan in compliance with the provisions of this bylaw.

(2) All vehicles within the bounds of the Strata Plan must be properly licensed and insured for travel on public roads, or if stored, insured for storage with at least 2 million dollars of third party liability coverage. Proof of insurance must be provided on request of the Strata Council.

(3) Subject to these bylaws, an owner, tenant or occupant of a strata lot is only entitled to the use of a parking stall located in the parking facility pursuant to a partial assignment of the parking and storage locker lease between Waterscapes Homes Ltd. As landlord and Waterscapes Homes (GP) Ltd. as tenant.

(4) Other than parking assigned by Waterscapes Homes (GP) Ltd, and after the strata council has received notice in writing from the owner/developer of the strata lots that the owner developer is no longer assigning parking stalls, any unassigned parking spaces may be designated from time to time by the Strata Council as visitor parking, or rented to owners as extra parking spaces on a renewable one year term, subject to any legal restrictions.

(5) No vehicle may enter, traverse or park upon any part of common property not specifically designated for the purpose.

(6) Notwithstanding any other provision of this bylaw, driving and/or parking within the bounds of the strata plan must not:
   (a) Violate the laws of British Columbia with respect to public roads.
   (b) Exceed 15 kilometres per hour.
   (c) Impede the flow of traffic.
   (d) Obstruct walkways, common property or municipal roads, garages, or parking assigned to other strata lots.
   (e) Cause a hazard to persons or property.

(7) Designated parking areas within common property may only be used for the parking of insured passenger vehicles and trailers and/or the storage of boats on trailers, or motorcycles, but may not be used for the storage of any other items. No mechanical repairs or servicing of motor vehicles or other mechanical equipment may be performed within the bounds of the strata plan except in the case of emergency. Motor vehicles must be maintained in such a manner that they do not leak fluids. Any spill or leak must be cleaned up by the owner of the vehicle immediately. Exterior washing of vehicles and bicycles on common property is prohibited due to the proximity of Brandt’s Creek.
(8) Owners renting out an assigned parking stall must rent to a current occupant of a strata lot within the strata plan.

(9) Visitors’ Vehicles
   (a) Visitor’s vehicles must be parked in a designated visitor parking area.
   (b) It is the responsibility of owners, tenants and occupants to ensure that their visitors’ vehicles parked in any visitor parking area overnight display a clearly visible indication of the unit number being visited or such visitors’ parking pass as provided by the Strata Council.
   (c) Residents must not park in visitor parking spaces.

(10) Vehicle operation and parking is at the sole risk of the vehicle owner, and the Strata Corporation makes no representation with respect to safety of the vehicle, passengers or contents. The Strata Corporation shall not be liable for any theft or other injury, loss or damage related to the operation or parking of a vehicle within the bounds of the strata plan.

Use of Amenity Areas

3.3 (1) The Common Facilities including the outdoor pool, outdoor kitchens, meeting area, common deck, games room, and other common amenities are available for use by all strata lot owners, tenants, occupants and their guests, subject to the following bylaw provisions and the rules established from time to time by the Strata Council.

(2) It is the responsibility of each person within the development to ensure that Common Facilities are safe to use before making any use of them, to report any injury, accident, maintenance or safety issue immediately to a representative of the Strata Corporation, and to provide a further full written summary within 24 hours if any injury or damage to property was observed.

(3) Any use of Common Facilities is at the sole risk of the user, who assumes all risks including but not limited to; death, injury, damage to persons, damage to or loss of personal property; and indemnifies the Strata Corporation, its members, agents and employees for all liability as a condition of use.

(4) Without limiting the foregoing, the Strata Corporation is not liable for any accident, injury or death resulting from the use of any common facility, by owners, tenants, co-occupants, family members, guests, employees, agents, contractors, invitees or any other person.

(5) Anyone within Common Facilities who engage in reckless, hazardous, destructive, or potentially hazardous or destructive activities, or who continue to
breach a bylaw after receiving a verbal warning from a representative of the Strata Corporation are required to leave the common facility immediately.

(6) Entry into and/or use of common facilities in a state of impairment due to drug or alcohol intoxication is prohibited.

(7) A duly authorized representative of the Strata Corporation may temporarily close or restrict use of any common facility if the common facility is being used in an unsafe or disruptive manner, if the common facility requires maintenance or cleaning, or if the common facility is required for a function organized or approved by the Strata Council.

(8) The following bylaws apply specifically to anyone entering or using the Fitness Room

   i. No smoking is permitted;
   ii. All users must be courteous to others waiting to use the fitness equipment. Please take turns using the equipment. All users must bring their own towels and wipe down exercise equipment after use;
   iii. No food or drinks are allowed, except bottles containing water only;
   iv. The number of users per strata lot allowed in the fitness room is limited to two at any time;
   v. An owner or resident must accompany a visitor at all times while the visitor is in the Fitness Room;
   vi. The Strata Council may set the fitness room hours by Rule, and absent any such rule, the hours shall be 6:00 am to 11:00 pm;
   vii. All personal belongings are to be removed after each use;
   viii. Appropriate clothing and non-marking athletic footwear must be worn at all times in the fitness room;
   ix. No one under the age of 16 is permitted in the fitness room without being accompanied by an adult 19 years of age or older;
   x. Use of equipment is at the user’s own risk. The Strata Corporation will not be held liable for any injury, damage or loss however caused;
   xi. No pets are allowed in the fitness room.
   xii. Weights and other equipment may not be dropped, or otherwise used in a way which might cause damage, injury or unreasonable noise.
   xiii. Time on each machine is limited to 30 minutes per person while any other person is waiting; and
   xiv. At no time is a stereo system to be played loud enough to be heard outside of the fitness room.
(9) The following bylaws apply specifically to anyone entering or using a Swimming Pool and/or hot tub

i. No lifeguard is on duty, and therefore any person entering a hot tub, pool or pool area must have the ability to swim independently, or must be within arm’s length of a person capable of providing swimming instruction or assistance, or wear a permitted flotation device;

ii. Parents or guardians are exclusively responsible to accompany and supervise their children within a pool, hot tub or pool area;

iii. No one under the age of fourteen (14) years is permitted in the pool area unless accompanied by an adult 19 years or older. Children under the age of four (4) years are prohibited from entering or using a hot tub;

iv. Any child who is not toilet trained must wear a swim diaper at all times within the pool or pool area, and may not enter a hot tub;

v. The Strata Corporation may enact a Rule to designate up to two hours per day that the pool and hot tubs may be used only by persons over the age of 19 years;

vi. Anyone using the Hot tub is advised that the recommended maximum stay should not exceed 15 minutes. Users with any medical conditions and parents are advised to obtain a medical opinion prior to using or permitting their child to use a hot tub. Persons with heart problems, diabetes, or those experiencing faintness or dizziness must not enter, use or remain within a hot tub without written permission of their physician;

vii. All individuals must take a shower before entering a swimming pool or hot tub, with no exceptions;

viii. No drinks or food allowed in a hot tub or within 6 feet of a swimming pool. No glass or ceramic glasses and dishes are allowed within 15 feet of a hot tub or swimming pool;

ix. No smoking is permitted in the hot tubs or outdoor areas around the pool;

x. After using the pool or Hot tub users must dry off before leaving the area. Residents or visitors wearing wet bathing suits are not permitted in the building hallways and elevators;

xi. Appropriate swimwear must be worn at all times. No nude bathing is permitted;

xii. The Strata Council may set the hours of the swimming pool, hot tubs and surrounding areas by Rule, and absent any such rule, the hours shall be:

- from 6:00 a.m. to 10 p.m. daily except until 10:30 p.m. Fridays and Saturdays,
- Reserved for Adult (19+) swimming daily from 6:00 a.m. to 8:30 a.m.,
The pool and one hot tub may be closed for the period October 1 to May 1 of each year, or such other dates as have been set by Rule;

No person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall use a hot tub or pool;

No inflatable items, rafts or toys shall be allowed in a hot tub, pool or pool area except life jackets and water wings;

No masks, flippers, or any underwater diving equipment may be used in a pool or hot tub;

No chemicals, shampoo or soaps are to be used in the pool or Hot tub at any time;

No pets or other animals are allowed within any hot tub, pool or the pool area;

An owner or resident must accompany a visitor at all times while the visitor is in the swimming pool or Hot tub areas;

At no time is a stereo or other music system to be played loud enough to disturb the neighbouring strata lots or other residents using the pool area. If requested by any person, any music system must be turned off;

No running, pushing or horseplay is allowed in the pool area;

Elimination of human bodily fluids or waste including but not limited to urination, spitting, or blowing the nose within a hot tub, pool or pool area is prohibited; and

Use of each hot tub, pool and pool area must comply with any posted health or occupancy restrictions.

The following bylaws apply specifically to anyone entering or using the Billiard Rooms

i. The Strata Council may set the billiards room hours by Rule, and absent any such rule, the hours shall be 8:00 a.m. to 11:00 p.m.;

ii. Use of the billiard room is for owners and residents of Waterscapes, and a maximum of six (6) guests;

iii. Guests of residents using the meeting room must at all times be accompanied by an owner or resident;

iv. No pets, animals or smoking are allowed in the billiard room; and

v. Subject to availability, and on a first come first served basis, the Billiards Room can be booked in four (4) hour blocks by any strata lot owner or tenant. The strata council may enact a rule designating days the Billiards Room will remain open for common use by all residents and is not available for booking.

The following bylaws apply specifically to anyone entering or using the Cascade Club.
i. The Strata Council may set the Lounge hours by Rule, and absent any such rule, the hours shall be 8:00am to midnight.

ii. Use of the Cascade Club are for owners and residents of Waterscapes, and a maximum of 50 people at any given time,

iii. Subject to availability, and on a first come first served basis, the meeting area and kitchen can be booked in a six (6) hour block only, up to a maximum of two (2) times a month per owner or resident. Exceptions apply to last minute bookings, when available. The strata council may designate days where the meeting area and kitchen will remain open for common use by all residents and is not available for booking;

iv. Reservations may be made with the Resident Manager. Guests of residents using the Meeting Room or Kitchen must at all times be accompanied by a resident or owner;

v. A user fee is required to book the Cascade Club in the form of a refundable deposit of $50.00 or such other amount as set by council in a rule from time to time, payable by cheque only, which will be returned upon confirmation the lounge has no damage and the area is clean. Any additional costs related to the clean up and/or repair of the Cascade Club in excess of the deposit will be billed directly to the individual’s strata unit;

vi. Properly booked exclusive use of Cascade Club takes priority over any other use.

vii. Should the Meeting Room or Kitchen not be booked for exclusive use, all other owners, tenants and occupants will be allowed to enter and make reasonable and quiet use of the facility with up to four guests on a first come first use basis without inference from any person, except that no more than 50 people in total may occupy the lounge on that basis.

viii. No pets, animals or smoking are allowed in the Lounge.

(12) The following bylaws apply specifically to anyone booking, entering or using the Guest Suite(s).

I. Reservations must be made on the website at least one business day in advance of the check-in date.

II. A user fee of $60.00 per night or such other amount as set by council in a rule from time to time is required to book the Guest Suite. Payment must be made with a credit card via PayPal, or by cheque or cash prior to check-in. Any additional costs related to the cleanup and/or repair of the Guest Suite will be billed directly to the resident’s strata unit;
III. Non-concurrent bookings: Residents can make one reservation at a time. The current reservation and stay must be realized before a second reservation can be made.

IV. Booking Requests: All booking requests must be made by the resident. Owners who have assigned their amenity privileges to a tenant through a rental agreement are not entitled to book the guest rooms. Guests are not entitled to book rooms directly.

V. Resident Responsibility: The resident booking the room is responsible for the guest check-in. They must familiarize themselves with the procedures, help their guest with visitor parking, inform their guests regarding amenity rules, give the guest access to the room and the key, and other procedural requirements.

Moving Procedures

3.4  (1) Pursuant to section 110 of the Strata Property Act and Regulation 6.9 to the Strata Property Act a user fee in the amount $200 must be paid to the Strata Corporation for the use of the common property for the movement of furnishings and/or personal effects related to a change in occupancy or residency or movement of construction tools, materials and/or debris related to an alteration, through common property doors, corridors, stairways or elevator, to or from a strata lot. It is the responsibility of the owner of the strata lot to pay the user fee. A $50 refundable user fee is required for the use of the temporary parking pass and elevator and foyer door keys. The user fees do not entitle the user to cause damage, or do anything which causes a need for extraordinary cleaning, and doesn’t limit any claim by the Strata Corporation for work arising from misuse.

(2) In addition, such use must be subject to the following conditions:
   i. The user must make the booking through the community website or the community director at least one business day in advance of the proposed move date;
   ii. The user must make arrangements with the community director to obtain a parking pass as well as the keys to the elevator and foyer door no less than 24 hours prior to the use and pay the user fee at that time;
   iii. The user fee must be paid by cash or cheque payable to Strata KAS 3589;
   iv. The elevator service key must be used for moves to floors above the first floor;
   v. Elevator doors may not be kept or propped open, except by the correct use of the elevator service key;
   vi. The use of elevator pads and drop cloths is required for moves;
   vii. Other residents must be extended reasonably unobstructed use of common property, including the elevator during the move;
viii. The use of common property for any move is restricted to the hours of 8am to 9pm;
ix. All moves shall be through the first floor lobby area;
x. The user is responsible to arrange the use of adequate care as well as protective drop cloths and padding to prevent any damage to the common property;
xi. Access doors to the building exterior must be supervised during use, and must not be propped open and left unattended;
xii. Items in transit between the building exterior and a strata lot must not impede passage into or through the common property;
xiii. Moving vehicles must not unreasonably impede traffic flow on the common property;
xiv. Boxes must not be stored anywhere on the common property or left on balconies or patios for more than 24 hours;
xv. The common property must be left clean and clear, and any interior common property used for this purpose must be vacuumed after use, and on a daily basis if use is ongoing;
xvi. Unwanted household items are strictly prohibited from being left on the common property and/or in garbage and recycling receptacles including, but not limited to, carpets, pictures, furniture, mattresses, electrical equipment and appliances, and anything prohibited by the collection services;
xvii. Unwanted cardboard boxes shall be flattened and placed in recycling receptacles;
xviii. Keys shall be returned to the community director or dropped in the mail slot to the community director’s office located on the second floor of the Cascade Club by the end of the scheduled move date.
xix. Subject to satisfactory inspection of the common property, when keys are returned, users will be refunded user fees paid by cash, and cheques will be destroyed, returned or refunded.

Inform Strata Corporation

4 (1) Within 2 weeks of becoming an owner or tenant, that person must inform the Strata Corporation of their name, strata lot number and mailing address outside the strata plan, if any.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the Strata Council before making an alteration to a strata lot that involves any of the following:
   (a) the structure of a building;
   (b) the exterior of a building;
(c) chimneys, stairs, balconies or other things attached to the exterior of a building;
(d) doors, windows or skylights on the exterior of a building, or that front on the common property;
(e) fences, railings or similar structures that enclose a patio, balcony or yard;
(f) installation of antennas, satellite dishes and/or supplementary heating systems or air conditioning devices;
(g) installation of sunscreens or greenhouses;
(h) common property located within the boundaries of a strata lot;
(i) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.

(2) Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the Strata Council must be obtained prior to the installation of any other flooring material. In determining whether or not to grant approval, the Strata Council must consider the following criteria:
(a) Changes to flooring materials will be considered by the Strata Council on the basis of whether, in the reasonable opinion of the Strata Council, they will minimize the transmission of noise to other strata lots in the building.
(b) The Strata Council shall not unreasonably refuse approval in relation to a strata lot in phase 3, or any strata lot which is on the lowest floor of strata lots in a building, provided that the owner demonstrates to the satisfaction of the Strata Council that optimal sound reducing underlay has been installed prior to installation of flooring.
(c) The Strata Council shall not be obliged to grant such approval in relation to hard surface flooring with respect to any other strata lot.
(d) The Strata Council shall nonetheless be entitled to grant approval to an owner who provides adequate proof that the installation or retention of carpet will pose a health hazard for an occupant of the strata lot, in which case the Strata Council may grant approval on conditions, including conditions relating to optimal sound proofing, and a condition that the original style of flooring be restored at the owner’s expense when the occupant in question vacates the strata lot.

(3) Subject to bylaw 5 and/or 6 and 6.1, only properly installed and interior fastened window screens are permitted to be installed in strata lot windows. Properly installed sliding patio door screens are permitted.

Obtain approval before altering common property
6 (1) An owner must obtain the written approval of the Strata Council before making an alteration to common property, including limited common property, or common assets.

(2) Any alteration to common property which constituted a significant change to the use or appearance of common property will also require the approval of the owners by ¾ vote resolution pursuant to section 71 of the Strata Property Act.

(3) Except as permitted in bylaw 3(20) no heater, air conditioner, appliance, light fixture, shade, awning, canopy, screen, sunscreen, antennae, satellite dish, greenhouse, hot tub, shed, locker, or enclosure, shall be hung, attached or placed on the common property, including limited common property without the prior written permission of the Strata Council. This bylaw shall not be interpreted to require the removal of air conditioners in place at the time these bylaws were approved, or direct replacement of such air conditioners.

(4) Any planting or placement of trees, hedges, shrubs or other plants on common property or limited common property constitutes an alteration under bylaw 6(1) requiring the prior written permission of the Strata Council. Further, no trees, hedges, shrubs or other plants may be planted on common property, including limited common property which would interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the Strata Plan without approval of the owners by ¾ vote resolution pursuant to section 71 of the Strata Property Act.

(5) No-one may damage, destroy, remove or otherwise interfere with the growth or maintenance of trees, shrubs, lawns or other plants situated on common property, including limited common property, except with the properly delegated authority of the Strata Council, or with the prior written consent of the Strata Council.

(6) No exterior lighting may be added, except at the direction of the Strata Council.

Approval of Alterations

6.1 (1) Any alteration to a strata lot or to common property that has not received the required prior written approval of the Strata Council must be removed at the owner’s expense if the Strata Council orders that the alteration be removed.

(2) An owner seeking approval of any alteration to a strata lot pursuant to bylaw 5 or to common property pursuant to bylaw 6 must provide the Strata Council with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Strata Council including sketch plans,
an engineering report, or such other documentation as may be reasonably required.

(3) The Strata Council must not unreasonably withhold its approval under bylaw 5(1).

(4) The owner will be responsible to obtain the applicable municipal permits prior to commencing the work, and obtaining such permits is a condition of the Strata Council’s approval. Copies of such permits must be provided to the Strata Council within seven days of the permits being granted.

(5) The owner must ensure that work done complies with the current provisions of the BC Building Code, municipal bylaws and other applicable regulations, as amended from time to time.

(6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, must – as a condition of approval - agree to be responsible for all costs relating to:
   (a) the maintenance and repair of the alterations,
   (b) insuring the alterations,
   (c) the effects on all adjacent strata lots or common property, and
   (d) the effects of rain and weathering, staining, and discoloration,
   (e) Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Strata Corporation’s legal expenses on a "solicitor and own client" basis.

(7) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Strata Council to sign an agreement setting out additional conditions of approval, and requiring the applicant to assume all responsibility for the full costs related to the alterations, including resulting costs related to maintenance, repair, replacement, insurance, damage and/or liability. If required by the Strata Council, the agreement may be prepared by the Strata Corporation’s solicitor at the expense of the owner. The agreement will be prepared in a form which can be registered in the Land Title Office if council specifies that requirement. Whether registered or not, such agreements shall be binding upon subsequent purchasers and owners must notify subsequent purchasers of any such agreement with respect to their strata lot. The Strata Corporation must keep a copy of all such agreements indefinitely.

(8) The Strata Council may maintain, repair, or remove alterations to common property if in the opinion of the Strata Council:
   (a) removal is necessary for necessary repairs or maintenance to common property,
   (b) the alterations are not maintained or repaired,
(c) the alterations are damaged,
(d) deficiencies exist in the construction of the alteration,
(e) the alteration was not made in strict accordance with the authorization provided by the Strata Council, or
(f) the alteration was not approved by the Strata Council in accordance with the bylaws.

(9) All costs incurred in the maintenance, repair, and/or removal of an alteration will be charged to the owner of the strata lot and are his or her responsibility.

(10) On the sale of a strata lot, the vendor must advise the purchaser of all obligations and costs relating to alterations. If the purchaser refuses to sign an Assumption of Liability Agreement with the Strata Corporation the alteration may be removed by order of the Strata Council and the cost of the removal will be charged to the new owner.

(11) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Strata Council.

(12) The Strata Council retains the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Strata Council may include specified supervision or inspection as a requirement of approval.

(13) The common property may not be used to store construction materials or debris.

(14) The reasonable noise and disruption associated with working on approved alterations shall not be determined to be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8am and 6pm, Monday to Saturday. Notwithstanding this bylaw, work on approved alterations can be conducted by owners personally inclusive between the hours of 8am and 6pm, seven (7) days a week, provided that the work does not cause noise or disruption.

(15) If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that full WCB coverage is in place, and to avoid and/or immediately discharge any builder’s lien which is placed on any other owner’s title within the strata plan as a result of the work conducted with respect to the alteration.

(16) Subject to section 71 of the Strata Property Act - nothing in these bylaws shall prevent the Strata Corporation from retroactively approving alterations in
their sole discretion - after the alterations have been completed, subject to whatever conditions of approval are imposed by the Strata Council. The Strata Council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.

(17) Any and all construction and renovation related debris or refuge may not be disposed of in common area waste or recycling bins.

(18) No cutting of materials are permitted on balconies or patios.

**Permit entry to strata lot**

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot and/or limited common property
   (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
   (b) at a reasonable time, on 48 hours’ written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act, and
   (c) at a reasonable time, on 7 days written notice to investigate a complaint of a bylaw infraction or to remedy a bylaw contravention.

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

(3) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted and to which access cannot be gained, in order to protect the common property and for the safety of other strata lots, access may be gained by force as a last resort. It shall be the responsibility of the Strata Corporation to re-secure the strata lot and pay for any necessary repairs resulting from the forced entry.

(4) To enable authorized access to a strata lot or access in the event of an emergency, an owner, tenant or occupant shall not install pickless locks in entry door(s) of a strata lot.

**Division 2 – Powers and Duties of Strata Corporation**

**Repair and maintenance of property by Strata Corporation**

8 (1) The Strata Corporation must repair and maintain all of the following:
   (a) common assets of the Strata Corporation;
(b) common property that has not been designated as limited common property;
(c) limited common property, but the duty to repair and maintain it is restricted to,
   (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
   (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
       A. the structure of a building;
       B. the exterior of a building;
       C. chimneys, stairs, balconies and other things attached to the exterior of a building;
       D. doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior of such fixtures;
       E. fences, railings and similar structures that enclose patios, balconies and yards, not including routine cleaning of horizontal and vertical surfaces on the inside boundary of the limited common property; and
       F. decks and patios.
(d) a strata lot, but the duty to repair and maintain it is restricted to
   (i) the structure of a building,
   (ii) the exterior, building envelope and roof of a building,
   (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
   (iv) doors, windows and skylights on the exterior of a building or that front on the common property, not including routine cleaning of the interior of such fixtures; and
   (v) fences, railings and similar structures that enclose patios, balconies and yards, not including routine cleaning of horizontal and vertical surfaces on the inside boundary of the limited common property;

(2) The Strata Corporation must maintain the boulevard area along Sunset Drive, including irrigation of that area, as required by the City of Kelowna, and that part of the storm water system which discharges into Brant’s Creek.

(3) Bylaw 8(1) shall not be interpreted to prevent the Strata Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.

Division 3 – Strata Council

Strata Council size and membership
(1) The Strata Council must have at least 3 and not more than 7 members.

(2) A spouse of an owner of a strata lot may be elected to Strata Council with the written consent of all of the owners of that strata lot. Only one person per strata lot is permitted to be on Strata Council. For the purposes of this section “spouse of an owner” includes an individual who has lived and cohabited with an owner, for a period of at least 2 years at the relevant time, in a marriage or marriage-like relationship, including a marriage-like relationship between persons of the same gender.

(3) An owner or spouse of an owner will not be entitled to be elected to Strata Council or continue to stand on Strata Council if the Strata Corporation is entitled to register a lien against the owner’s strata lot under section 116 of the Strata Property Act.

Strata Council members’ terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing Strata Council member

11 (1) The Strata Corporation may, by a resolution passed by a 75% in favor vote of those present at an annual or special general meeting, remove one or more Strata Council members.

(2) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

(3) A Council member who becomes ineligible to serve or remain on Strata Council for any reason shall be deemed to resign upon becoming ineligible to serve or remain on Strata Council.

Replacing Strata Council member

12 (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term. Such an appointment is determined by majority vote, regardless of the number of remaining council members. No quorum shall be required for such a vote, provided that all remaining council members vote.

(2) Before replacing a Strata Council member for being unable to act for a period of 2 or more months, the remaining members of the Strata Council must provide
that Strata Council member with 14 days written notice of their intention to do so.

(3) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.

(4) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.

(5) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation’s votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**Officers**

13 (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, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president
   (a) while the president is absent or is unwilling or unable to act, or
   (b) for the remainder of the president’s term if the president ceases to hold office.

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

**Calling Strata Council meetings**

14 (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week’s notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A Strata Council meeting may be held on less than one week’s notice if
   (a) all Strata Council members consent in advance of the meeting, or
   (b) the meeting is required to deal with an emergency situation, and all Strata Council members either
(i) consent in advance of the meeting, or  
(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Strata Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

**Requisition of Strata Council hearing**

15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.

(2) If a hearing is requested under subsection (1), the Strata Council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

**Quorum of Strata Council**

16 (1) A quorum of the Strata Council is

(a) 1, if the Strata Council consists of one member,
(b) 2, if the Strata Council consists of 2, 3 or 4 members,
(c) 3, if the Strata Council consists of 5 or 6 members, and
(d) 4, if the Strata Council consists of 7 members.

(2) Subject to bylaws 16(3) and 17, Strata Council members must be present in person at the council meeting to be counted in establishing quorum.

(3) Notwithstanding bylaw 16(2), any council member who is not in attendance for any portion of a council meeting because they have disclosed a duty or interest which materially conflicts with their duties or interests as a council member with respect to any issue to be considered at that council meeting, shall be deemed to be attending that council meeting only for the purpose of determining whether a quorum exists, and not for determining whether a decision was approved by a majority of council.

**Strata Council meetings**

17 (1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

(2) If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
(3) Owners may attend Strata Council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:
   (a) bylaw contravention hearings under section 135 of the Act;
   (b) rental restriction bylaw exemption hearings under section 144 of the Act;
   (c) any matters which are likely to be the subject of a legal dispute, negotiation, litigation or an administrative tribunal hearing involving the observer, or any person with whom the observer is closely associated;
   (d) any other matters if the presence of observers would, in the Strata Council’s opinion, unreasonably interfere with an individual’s privacy.

Voting at Strata Council meetings
18 (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.

(2) If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

Strata Council to inform owners of minutes
19 The Strata Council must inform owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Strata Council’s powers and duties
20 (1) Subject to subsections (2) to (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.

(2) The Strata Council may delegate its spending powers or duties, but only by a resolution that
   (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
   (b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must
   (a) set a maximum amount that may be spent, and
(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The Strata Council may not delegate its powers to determine, based on the facts of a particular case,
   (a) whether a person has contravened a bylaw or rule,
   (b) whether a person should be fined, and the amount of the fine, or
   (c) whether a person should be denied access to a recreational facility.

Spending restrictions
21 (1) A person may not spend the Strata Corporation’s money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a Strata Council member may spend the Strata Corporation’s money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

(3) Pursuant to section 98(2)(a) of the Strata Property Act, the Strata Council may make an unbudgeted or unapproved expenditure from the operating fund without requiring approval of the owners if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, total less than $10000.00. This bylaw shall not be interpreted to prevent any expenditure authorized by the owners, or required pursuant to section 98(3) of the Strata Property Act.

(4) Pursuant to section 98(3) of the Strata Property Act and despite subsections (1) and (2), a council member may spend the strata corporation’s money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of Strata Council member
22 (1) A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.

(2) Subsection (1) does not affect a Strata Council member’s liability, as an owner, for a judgment against the Strata Corporation.

(3) All acts performed honestly and in good faith by members of the Strata Council are valid even if it is afterwards discovered that there was some defect in
the appointment or continuance in office of one or more members of the Strata Council.

**Division 4 – Enforcement of Bylaws and Rules**

**Maximum fine**

23 Unless otherwise provided for in the bylaws the Strata Corporation may fine an owner or tenant a maximum of

(a) $200 for each contravention of a bylaw, and
(b) $50 for each contravention of a rule.

**Continuing contravention**

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**Division 5 – Annual and Special General Meetings**

**Person to chair meeting**

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

**Participation by other than eligible voters**

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

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

**Voting**

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters other than eligible voters attending by electronic means.
(2) 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. Any person attending electronically shall have their votes taken by the chair verbally where a show of voting cards is used to count votes.

(3) 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.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.

(6) Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter except that no secret ballot is available for a person attending electronically, and their votes shall be taken by the chair verbally.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act.

(8) Any person entitled to attend an Annual or Special General Meeting may attend by telephone or any other electronic method which permits all persons participating in the meeting to communicate with each other during the meeting. Any person attending pursuant to this bylaw is responsible for arranging a means of attendance which complies with this bylaw, including arranging the necessary equipment and connections. The Strata Corporation is not responsible for any failure to connect or loss of connection whether or not a representative of the Strata Corporation facilitated electronic attendance, and no such connection problems shall affect the validity of the meeting or the business conducted.

(9) A person attending any portion of an Annual or Special General Meeting electronically pursuant to bylaw 27(8) is deemed to be present in person for the entire duration of the meeting.

Order of business

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

(2) Notwithstanding paragraph (1), the order of items on the Agenda may be amended at the meeting by majority vote resolution.

**Quorum**

28.1 (1) Quorum for a general meeting is 1/3 of the total voters. Owners attending the meeting count towards quorum, whether or not those owners remain present throughout the meeting or are eligible to vote at the meeting. Quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned. Where multiple owners share a vote, only one of them shall count towards quorum.

(3) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and those persons present in person or by proxy and entitled to vote, at any subsequent point of the meeting shall constitute a quorum.

(4) Bylaw 28.1(2) 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 within the initial thirty minutes terminates, and does not adjourn, that meeting.
Financial Statements

28.2(1) The Financial Statements provided with the Notice of the Annual General Meeting may be in summary form pursuant to Regulation 6.7(3) to the Strata Property Act.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

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

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

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Display lot

30 (1) During the time the owner/developer of the strata lots and Strata Corporation remains the registered owner of any strata lot, the owner/developer shall have the right to maintain and use such strata lots as display units and sales offices and carry out such sales functions as the owner/developer deems necessary to enable the sale and marketing of all strata lots in the development including, without limitation, the following:
   (a) erecting and placing directional, locational and advertising signage on the individual strata lots owned by the owner/developer and on the common property notwithstanding any provisions of these bylaws relating to posting signs;
   (b) encouraging and allowing prospective purchasers to view the strata lots owned by the owner/developer, the common property and all common facilities; and
   (c) erecting signage in the front yard, the lobby, and on the front of all display units and sale office, which signage will be removed by the owner/developer at the conclusion of all sales and marketing activities.
Division 8 – Small Claims

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

Division 9 – Insurance and Indemnity

32 (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner’s strata lot or an occupant’s vehicle and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

(2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

(3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the Strata Corporation; that owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Strata Corporation for these amounts.

(4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation; that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation’s responsibility to perform.
(5) If an owner is deemed or determined to be responsible for any insurance deductible, any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Strata Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and own client basis, including legal fees, disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

(6) Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 15 degrees centigrade, year round. Any water pipe leak, burst, damage resulting from condensation or any other loss or damage whatsoever which the Strata Council reasonably determines resulted from or is contributed to by an owner’s failure to comply with this bylaw shall constitute loss or damage which is deemed to be the responsibility of that owner pursuant to these bylaws, whether the loss or damage occurs within that owners’ strata lot, within adjacent common property, or within an adjacent strata lot.

(7) The Strata Corporation may arrange emergency damage mitigation and restoration where damage has been done within a strata lot, and the costs of gaining access to the strata lot, and preventing further damage may be paid as a common expense of the Strata Corporation until such a time as the Strata Council is able to determine whether the expense will be:
   (a) Covered by strata insurance;
   (b) Treated as a common expense of the Strata Corporation;
   (c) Charged back to the owner of the affected strata lot; or
   (d) Charged back to the strata lot where the source of the damage originated.

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

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

34 Pursuant to section 133 of the *Strata Property Act*, all reasonable costs of remedying a bylaw contravention must be paid to the Strata Corporation by the owner of the strata lot associated with the bylaw contravention. Payment of such costs shall be on a full indemnity basis and must be paid within 30 days of notice.
from the Strata Council that there has been a finding that the bylaws have been contravened and specifying the costs incurred with respect to remedying the contravention. The costs of remedying a bylaw contravention shall be deemed to include any reasonable legal expenses incurred by the Strata Corporation in enforcing the bylaws, recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.

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

Division 10 – Severability and Interpretation

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

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.

(3) For the purposes of all bylaws, reference to ‘common property’ shall include but shall not be limited to ‘limited common property’, unless a contrary intention is specified.

Division 11- Security and Personal Information

Video Surveillance

37 (1) The common property of the Strata Corporation is subject to 24 hour audio and video surveillance for the purpose of recording the activities of owners, tenants, occupants, guests, and the general public within common property.

(2) Audio and/or video surveillance equipment (Hereinafter “Cameras”) must not be positioned in such a way that they monitor or record:
   (a) Activities outside of the bounds of the strata plan; or
   (b) Activities in areas where owners, tenants, visitors and employees
have a reasonable expectation of privacy such as change rooms, washrooms, or within any strata lot.

(3) Cameras shall be located, at the following positions:

(a) All elevator lower lobbies, and designated storage lockers.
(b) Skye building. One at the outside control access box. One inside the lobby facing the entrance.
(c) Skye and Ellis street garage. One at the garage entrance control box. One inside the parking facing the two garage doors.
(d) Heron One. One video camera at the main entrance facing out towards the entrance door.
(e) Sunset street garage entrance. One outside the garage entrance control box. Two inside the entrance looking at the two garage doors.
(f) Pool and Spa area. One looking at the Spa and swimming pool.
(g) Cascade lounge & entrance. One in the South/West corner looking at the main portion of the lounge towards the billiard room. One inside the lobby facing the entrance.
(h) Herons 2 South West exit stairwell door.

(4) Notices will be posted advising the public of ongoing audio/video recording.

(5) The audio/video surveillance system will operate 24 hours per day, seven days per week and will be used to record all activities in the common areas of the Strata Corporation for the purpose of obtaining usable evidence of illegal acts and/or infractions of the bylaws of the Strata Corporation and the cause of any damage to property, or other loss or damages, including verification of identity of persons responsible and potential witnesses.

(6) The information and recordings collected may be used as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.

(7) The audio/video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the Strata Corporation.

(8) Recorded data must be securely destroyed after 7 days unless:

(a) A copy of the recording was provided to a third party, in which case it must be securely retained indefinitely;
(b) A request is made by a council member that a specific recording be preserved for consideration by the Strata Council at the next council
meeting, in which case the recording may be saved for up to 45 days; or
(c) The Strata Council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must be recorded in the minutes, and must state the period of time for which the recordings will be preserved.

(9) No owners, third parties or other person will be entitled to view or receive a copy of recordings, except as contemplated by the bylaws.

Key Fobs
38 (1) Access to the common areas of the strata plan is controlled by use of Key Fobs, which may include the ability to record the time and area accessed by each Key Fob bearer.

(2) The data recorded by the key fob system may be used alone or in conjunction with audio or video recordings as evidence of bylaw infractions, evidence of criminal acts, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration or any other hearing or dispute resolution proceedings.

(3) The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.

(4) Recorded data must be securely destroyed after 60 days unless:
   (a) A copy of the recording was provided to a third party, in which case it must be securely retained indefinitely; or
   (b) The Strata Council decides to preserve data from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the data will be preserved.

(5) No owners, third parties or other persons will be entitled to view or receive a copy of access data, except as contemplated by the bylaws or required by law.

Disclosure of Recordings and Access Data
39 (1) Audio / Video recordings and key fob access data collected or recorded pursuant to this division may be viewed or disclosed only under the following circumstances:
   (a) Review may be conducted as required in furtherance of legitimate duties to the Strata Corporation, by representatives of the Strata
Corporation’s management firm, security service contractor (if any), resident manager, legal counsel and current members of Council.

(b) A copy may be made, retained and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the Strata Council in furtherance of their legitimate duties to the Strata Corporation as determined in the sole discretion of the Strata Council.

(c) Disclosure of a copy must be made pursuant to a Court Order, Subpoena, Warrant or equivalent authorization – including any valid demand for inspection or production of relevant documents pursuant to Court Rules, or Rules of Arbitration or equivalent proceedings – in accordance with the terms of the authorizing document, order or rule.

(d) By any person making a request to review or obtain a copy of that person’s own personal information as recorded, provided that the consent of any other individuals recorded contemporaneously are obtained.

(e) A copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this Division, and is in the best interests of the Strata Corporation or any owner or occupant.

(f) Without limiting any of the foregoing, information, data, a recording or a copy of a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law.

(g) Without limiting any of the foregoing, a recording or a copy of information, data or, a recording collected pursuant to this Division may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.

(2) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained and disclosed by other parties in accordance with their privacy policies.

(3) Any party requesting an appointment to review or copy any data or recording kept pursuant to this Division for any purpose other than a purpose of the Strata Corporation is responsible to pay in advance the reasonable expenses of the Strata Corporation related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the data or recordings if the person making the request refuses to pay the costs as
outlined above, absent a Warrant, Court Order Subpoena or similar requirement binding upon the Strata Corporation.

(4) A log will be kept by the Strata Corporation to record any person who accesses, reviews or copies any data or recording kept pursuant to this Division, including the date and time of access, the full name of the person accessing the data or recording, the date and time of the data or recording, the purpose of access and whether or not a copy was obtained.

Division 12 – Short Term Rentals

Short Term Rentals

40 (1) It is the responsibility of each owner to ensure that any rental of their residential strata lot is compliant with the registered bylaws of the Strata Corporation, the provisions of the City of Kelowna’s zoning bylaws, and all applicable laws, each as amended from time to time, and must obtain any required business license from the City of Kelowna. Any breach of applicable legal requirements shall constitute a breach of these bylaws as well.

(2) Any owner renting their strata lot must provide the Strata Council with proof of any required business license having been obtained.

(3) Pursuant to section 141(2)((b)(ii) of the Strata Property Act, the time period during which residential strata lots may be rented is restricted in that no rental for a term of less than one month is permitted.

(4) The foregoing restriction of rentals shall not apply to owners who are renting on the basis of a valid statutory exemption, whether it be to a family member as defined in the Strata Property Act and the Regulation thereto, on the basis of hardship approved by the Strata Council, or as a first purchaser of a strata lot designated for rental for the period of time specified under the Rental Disclosure Statement.

(5) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and obtain the signature of the tenant on a Notice of Tenant’s Responsibilities. Within two weeks after renting all or part of their strata lot an owner must give the Strata Corporation a copy of the Notice of Tenant’s Responsibilities signed by the tenant.

(6) An Owner renting their strata lot for a period of less than one month on the basis of an exemption other than hardship must provide the Strata Council with notice that the rental is pursuant to an exemption with the signed copy of the Notice of Tenant’s Responsibilities. The notice must specify the exemption claimed,
and the owner must provide reasonable proof of a valid exemption within 7 days of a request by the Strata Council.

(7) Notwithstanding any provision to the contrary in the bylaws, an owner may apply in writing for an exemption to the rental restriction on the grounds that this bylaw causes hardship to the owner. The application must be made in writing and must provide the reason the owner considers that an exemption should be made, must include proof of hardship, and must also state whether or not the owner requires a hearing. Any hearing, decision and/or exemption will be resolved in accordance with section 144 of the Strata Property Act.

(8) Where the Strata Council grants an exemption to an owner to rent their strata lot on the grounds of hardship, the Strata Council can specify the length of time that the exemption is granted for.

(9) Where an owner rents out their strata lot in violation of the bylaws, the Strata Corporation may levy against the owner a fine of up to Five Hundred ($500.00) Dollars every seven days during the period of the lease.

(10) Where an owner rents out their strata lot in violation of the bylaw, the Strata Council may, in addition to assessing fines, take all necessary steps to terminate the tenancy, including, but not limited to seeking a declaration of the Court, or injunctive relief to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction shall be the responsibility of the contravening owner, and shall be recoverable from the owner on a "solicitor and own client" basis by the Strata Corporation.

(11) For the purposes of this bylaw the terms “rent”, “lease” or “rental”, or any variation thereof shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.

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