



STRATA DOCS

Part 2

MINUTES

STRATA PLAN VIS 4810
The Owners, Strata Plan VIS 4810
ANNUAL GENERAL MEETING MINUTES
WEDNESDAY, FEBRUARY 27, 2019

Following are the Minutes of the Annual General Meeting of The Owners, Strata Plan VIS 4810, held on Wednesday, February 27, 2019 at 12:30 pm, at 3458 Blueback Drive, Nanoose Bay, BC.

A. CALL TO ORDER

Lorne Priestley, the President of the Strata Council, as Chair of the meeting, called the meeting to order at 12:30 pm.

The Strata Council has passed an amendment of the Strata Plan VIS 4810 Bylaws, on February 29, 2016, approving Special Resolution 2 “Bylaw to Permit Electronic Communication for/at Strata Corporation Meetings”, which allows the Strata to hold a Meeting where some Members can attend by way of electronic communication.

Strata Lots represent at the meeting were, Strata Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 25. Management was represented by Tiit Pikksalu.

Present at the meeting were Lorne Priestley and Norma Priestley and by way of electronic communication the Management Company being represented by Tiit Pikksalu.

B. CALLING OF THE ROLL & CERTIFICATION OF PROXIES

The Management Company reported that there were 21.6 votes present, and all of the proxies were certified to vote, with the Corporate Owner’s proxies having proof of authority.

C. DETERMINATION THAT THERE IS A QUORUM

The Strata Property Act of BC, requires that one third of the votes be present to constitute a quorum. One third of the 26.04 total votes being 8.59, with 21.6 votes present, the Meeting was declared competent to proceed.

D. PROOF OF NOTICE OF MEETING

Management confirmed that the individual packages and the attached information for the Annual General Meeting Invitation had been mailed to the Owners within the required twenty minimum days before the Meeting, that being February 7, 2019, as required under *the Strata Property Act of BC*.

E. APPROVAL OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Upon a MOTION duly made by Strata Lot 14 and seconded by Strata Lot 9, it was RESOLVED that the Minutes of the Annual General Meeting held on Tuesday, February 27, 2018 be approved as distributed.

F. PRESIDENTS REPORT

The President, Lorne Priestley reported as follows:

“As usual, my report features repair work.

Starting July, 2018 we started a major gutter cleaning. Not completed until November, but

We had a few actual repairs, all involved the Hidden gutters on the cabins. A couple of the fascia panels were rotten and needed repair. The scuppers cut in the fascia were given extended life with the replacement of short lengths of new fascia boards.

Until Dec 21, 2018, the biggest job was the replacement of major support beams under two of the roadside buildings, those being the south building and the middle building. The entire building was lifted some 4-6 inches the rotten beam at about 900 pounds was pulled out and a new beam was slipped in, then the building was lowered. The beams are approximately 6x14 inches and 18 to 23 feet long, about 900 to 1000 pounds each and are pressure treated. The northern building got this treatment Feb 22 and 23. None of the buildings suffered damage through the process.

Then came the famous December storm. Repair costs totaled \$40,000 covered by insurance. Of course, we are still waiting for the final funds from the insurance. Cabin 10 took the brunt of the damage. Hit by a tree that fell against the building. Support posts knocked out, siding peeled off. Roof beams broken and one section of roof completely replaced approximately 15x30 feet. Plus shingle replacement and some soffit and overhang damage.

Other cabins had shingles blown off. Many cabins needed quick shingle replacement to prevent leaks and water damage. We were able to achieve this with no reported water damage. The tree broke the boardwalk inside He-Tin-Kis Park that leads to the WPT and the bridge. The District will repair this damage as the tree was inside the park. The logger who removed the tree was sent by the District. Cabin 10 has new support posts and new beams. Plus the tiny drywall damage has been repaired. Painting the cabin is likely because of the scaping of the branches. More on this later. The coming year will see reports on roof replacement on some buildings. These roofs are 20 years old, thus beyond their projected life. Some cabins need a paint job.

Plus we installed new motion activated lighting on the ramp and the transition area to the cement path.

We acquired a new lightweight but powerful electric pressure washer”.

Lorne Priestley
President, Strata Council
VIS 4810

G. SPECIAL RESOLUTIONS

Special Resolution #1 was read out as follows:

SPECIAL RESOLUTION #1 - WAIVER OF DEPRECIATION STUDY

WHEREAS the Owners at Strata Plan VIS 4810 are aware that the Strata Property Act of BC requires that every Strata Corporation in BC must have the Strata Corporation order a Depreciation Study by December 14th, 2013. It is being recommended to the Owners to again waive the requirement as permitted under the Act, until the next Annual General Meeting, as the process lacks consistency and practical application of the results for a Strata Plan such as VIS 4810.

The Strata Corporation has an ongoing repair and maintenance program which provides for continuous renewal of Strata Common Property.

BE IT RESOLVED that the Owners of Strata Plan VIS 4810 hereby waive the requirement for a Depreciation Study until the next Annual General Meeting scheduled for February 2020.

A MOTION was made by Strata Lot 14 and seconded by Strata Lot 9 that the Resolution as having been read be APPROVED.

Discussion:

- It was agreed, as at previous Annual General Meetings, that as the repair and replacement is occurring on an on-going basis, the Depreciation Study would not provide any new information and would cost \$4,000.00 to \$8,000.00. This amount is better used in the repair and replacement work.
- Due to the extensive repair and restoration having been done and required to make good the damages having been caused by the December Wind Storm, most of the cabin roofs have now been partially or fully upgraded and the crib work under cabin 10 has been rebuilt to today's standards. The result being that all those areas having been refurbished are now upgraded and will have a much longer lifespan than originally anticipated.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution **PASSES**.

Special Resolution #2 was read out as follows:

SPECIAL RESOLUTION #2 - ADDING CLAUSE 3 (5) & 3 (6) TO USE OF PROPERTY UNDER SCHEDULE OF STANDARD BYLAWS

- 3 (5) Hydroponic gardening is not allowed in/on any Strata Lot, Common Property or Limited Common Property of the Strata Corporation.
- 3 (6) The growing of marijuana is not allowed in/on any Strata Lot, Common Property or Limited Common Property of the Strata Corporation.

A MOTION was made by Strata Lot 14 and seconded by Strata Lot 9 that the Resolution as having been read be APPROVED.

Discussion:

- It is self evident that the potential water damage from hydroponic gardening and extensive moisture damage caused by growing of marijuana could be a serious situation the Strata Corporation wants to avoid.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution **PASSES.**

Special Resolution #3 was read out as follows:

**SPECIAL RESOLUTION #3
ADDITION OF COMMON PROPERTY BYLAW**

WHEREAS it is advisable to update Strata Corporation bylaws from time to time in light of legal decisions coming out of the courts, Civil Rights Tribunal, and Human Rights Tribunal;

BE IT RESOLVED THAT that the Owners, Strata Plan BCS 2047 “Skyline on Broadway” adopt the following bylaw;

- (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, and common assets or to any strata lot, where the cause of such loss or damage originated within the owner’s strata lot and the loss of damage is not covered by the strata corporation’s 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, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner’s tenant(s) occupant(s), visitor(s) or pets and the loss of damage is not covered by the strata corporation’s 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, the 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 strata corporation’s insurance coverage. The 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, the owner is strictly liable and shall indemnify same save harmless the strata corporation for any resulting expense for

maintenance, repair or replacement rendered necessary, which is the strata corporation's responsibility to perform.

- (5) For the purposes of this bylaw any amount which an owner is responsible to pay the Strata Corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

A MOTION was made by Strata Lot 14 and seconded by Strata Lot 9 that the Resolution as having been read be APPROVED.

Discussion:

- In discussion it was pointed out that the Strata Council is proposing this bylaw, as a result of a recent Civil Resolution Tribunal (CRT) ruling, where the CRT dismissed a chargeback to an Owner of an insurance deductible in a water damage loss caused by the Owner to the Strata Corporation's property and other Strata Lots, despite being allowed under the Strata Property Act of BC to make the chargeback. The CRT ruled that because there was not a specific Strata Corporation bylaw addressing the chargeback issue, the chargeback would not be allowed, and the Strata Corporation ended up having to absorb the deductible under the Strata Corporation's insurance policy. This proposed bylaw would overcome the probability of the CRT ruling being exercised by an Owner and would mandate that any damages caused by the Owner, would require the Owner to pay the deductible under the Strata Corporation's insurance policy and be responsible for any loss or damage to common, limited common or strata lot property. This bylaw is highly recommended by Clark Wilson, a legal firm specializing in strata law.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution **PASSES**.

H. APPROVAL OF THE PROPOSED 2019/2020 BUDGET

The Treasurer made a MOTION that the Budget as having been proposed by the Strata Council to the Owners be APPROVED. The MOTION was seconded by Strata Lot 9.

Discussion:

- The Treasurer noted that there would be no proposed increase in Strata Fees, despite the many and extensive repairs and maintenance items having been undertaken during the last year.
- The contingency contribution \$32,000.00 is being maintained at the same level as last year, and as noted in the proposed budget contingency expense explanation, that contribution carried the several emergency expenditures which were necessary during the year to repair structural issues.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Proposed Budget. The Proposed 2019/2020 Budget **PASSES**.

I. INSURANCE COVERAGE APPROVAL

The Chairperson asked Management to explain that under the *Strata Property Act of BC*, information on the Insurance Coverage for the Strata Corporation must be provided to each Owner by way of an Insurance Memorandum explaining coverage, this information must be sent along with the invitation material for the Annual General Meeting, and has been provided to all Owners.

All owners should be aware that the Strata Corporation's Insurance Policy provides coverage for everything that was originally built and does not provide coverage for fixtures that are moveable or any upgrades having been added or installed by Owners. Owners must purchase their own insurance for these items, as well as all personal goods and liability coverage for their unit and should inform their own insurance company that there is a \$1,000.00 deductible on the Strata Corporation's Property Insurance Program. For the information of all Owners, the deductible on the earthquake coverage is ten (10) percent, and the deductible for flood coverage is \$25,000.00.

All Owners should note that there is a \$5,000.00 water damage deductible on the Strata Corporation's policy and any water losses in an Owners unit, as well as damages to adjoining units or common property under the Strata Corporation's water damage deductible are the responsibility, as per the Strata Corporation's bylaws, of the unit Owner from where the water damage emanates. Please make sure that you own insurance broker/insurance company is aware of the water damage deductible and coverage is provided to cover you and make payment on your behalf, if necessary.

The Strata Corporation also purchases \$10,000,000.00 of General Liability Coverage, as well as a \$5,000,000.00 Director's and Officer's Liability Coverage to protect Strata Council Members.

Upon a MOTION duly made by Strata Lot 14 and seconded by Strata Lot 9 it was RESOLVED to APPROVE the insurance coverages based on the certificates, which were attached to the Annual General Meeting Invitation Package.

J. ELECTION OF STRATA COUNCIL 2019/2020

The President of the Strata Council, Lorne Priestley, as required under *the Strata Property Act of BC*, announced that the 2018/2019 Council is resigning.

The President extended warm thank you for the contributions of the volunteer Strata Council Members, particularly as the year 2018, due to weather conditions and structural repairs has resulted in extensive amounts of work required by the Council. The Owners in thanking the President, acknowledged the singular contribution by the President in directing the extensive maintenance and repair work, and the Treasurer for the management of the Strata's finances to carry the numerous repair and maintenance expenditures and to come up with a proposed budget for the next year, which does not require a strata fee increase.

Upon a MOTION duly made by Strata Lot 14 and seconded Strata Lot 9, it was RESOLVED to nominate and re-elect last year's Council, and upon the vote being taken, there were no opposing votes, no abstaining votes, with all of the votes in favour of the re-election of the Council

Council members for 2019/2020 are;

1. Lorne Priestley
2. Norma Priestley
3. Shen-Nan Lu
4. Karin Whale
5. Sean Whale

K. OTHER BUSINESS

- The Strata Council noted that the present critical repairs to the beams underneath Strata Lots 25 and 15 will be completed and that the expenditures, as having been agreed to, will be paid from the contingency fund. The estimate is approximately \$3,700.00.
- With the amount of work having been done on maintenance and the extensive upgrades of the supports under many of the units and a large portion of the boardwalk, the Strata Corporation's property is now in a much better condition. As a matter of information, approximately \$215,000.00 have been spent by the Strata Corporation in the last six (6) years on upgrades and repairs.

L. ADJOURNMENT

There being no further business to transact and upon a MOTION duly made, it was RESOLVED that the meeting be adjourned at 1:15pm.

It was agreed that the first Strata Council Meeting of the newly elected Council would be held immediately following the Annual General Meeting to elect Council Officers.

The Strata Property Act of B.C. requires a vendor to provide purchasers with copies of Minutes. Please retain the Minutes provided to you for further reference; replacement copies will be subject to payment of a fee.

Minutes prepared by:

Quay Pacific Property Management Ltd. & National Pacific Real Estate Service Inc.
885 Helmcken Street, Vancouver, B.C., V6Z 1B1

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b. Maintenance Issues

- The tall north wall of Strata Lot 14 is showing corrosion and deterioration and will, if not replaced, start allowing water to leak into the building. A quote for \$8,600.00, all inclusive, including building a platform to erect a scaffold on, rental of scaffold and erection of scaffold, cost of galvanized siding and fasteners, removal of old siding and installation of new siding, with a completion schedule of eight (8) days, was unanimously approved by Council and is scheduled to start the third week of November.
- A letter was received from an Owner who advised Council that there were a number of items that needed exterior maintenance for Strata Lot 1, Strata Lot 12 and Strata Lot 13. Some other items as surveyed by the consultant/contractor for the Strata Corporation and those noted by the Owner were quoted at \$3,570.00 and Council unanimously Approved the quote and the Strata Corporation will order the work to be completed.
- A very large tree in front of Cabin # 1 needs to be taken down, as more than the top half of the tree has severe rot and a piece has already fallen off, fortunately doing damage to a balcony and railing only, this has been repaired. A professional tree removal service has provided a quote of \$8,000.00 and the Strata Council unanimously approved that the tree be taken down. As this is an emergency the cost will be paid from the Strata Corporation's Contingency Fund.

E. REPORT FROM TREASURER

The Treasurer reported that as of end of October 2019, the Strata's General account stood at \$30,474.00 and the Contingency Reserve account has \$67,006.00.

On reviewing the expenses, the budget line items showed no overages except the only item would be the annual insurance renewal, with the policy having renewed on September 22, 2019, with \$15,750.00 having been budgeted.

The Insurance marketplace for Strata Corporations in British Columbia is in serious turmoil, with only a handful of insurance companies left in the marketplace. Substantially more premium and increasing deductibles are the norm as the strata class of business is a looser to the insurance industry, and the premium and deductible increases are projected to continue for the next year or two. As the budgeted amount is not sufficient to cover the required premium payment, \$16,410.00 was paid from the General account and \$9,000.00 was borrowed from the Contingency Reserve fund. This is permitted under the Strata Property Act, as long as the borrowed amount is paid back by the end of the fiscal year, that being January 31, 2020, therefore \$3,000.00 each, for the months of November, December and January will be repaid from General revenue to the Contingency Account.

The renewed Strata Corporation also had to provide an up to date Insurance Appraisal for the insurance companies, it was completed at a cost of \$787.50 and forwarded to the insurance broker CapriCMW, prior to the renewal, as required.

The Strata Corporation's insurance policy has an All Loss Deductible of \$5,000.00 with a \$5,000.00 Water Damage Deductible and a Flood Deductible of \$25,000.00, the Earthquake Deductible is a 10% with a minimum of \$100,000.00.

All Owners should note that there is a \$5,000.00 water damage deductible on the Strata Corporation's policy and any water losses in an Owners unit, as well as damages to adjoining units or common property, under the Strata Corporation's water damage deductible are the responsibility, as per the Strata Corporation's bylaws and the Strata Property Act of BC, of the unit Owner from where the water damage emanates. Please make sure that you own insurance broker/insurance company is aware of the water damage deductible and coverage is provided to cover you and make payment on your behalf for the deductible amount.

The Strata Corporation also purchases \$10,000,000.00 of General Liability Coverage, as well as a \$5,000,000.00 Director's and Officer's Liability Coverage to protect Strata Council Members.

Upon a Motion duly made by Norma Priestley and seconded by Karin Whale, it was **RESOLVED** to approve the insurance coverages as renewed.

F. REPORT FROM THE PROPERTY MANAGER

- The Council reviewed various maintenance and repair items having been attended to during the year, including the substantial repairs due to the severe windstorm at the very beginning of the year. In addition, the beams underneath the buildings have been replaced, three buildings having to be raised to replace the beams. Fortunately, the windstorm damage was covered by insurance with the Strata having to pick up the first \$5,000.00, by way of the policy deductible.
- The annual fire inspection took place at the end of September; however, the formal report has as yet not been received by the Strata Corporation, repairs as necessary were made.
- The Strata Corporation purchased a Stihl power washer which is used for the Strata Corporation's decks and boardwalks, the two washers that had been previously used died of a natural death.

G. CORRESPONDENCE

- Correspondence was received from BP Capital (Ucluelet) Ltd., with respect to the parking lot lease, as covered under the President's Report.
- Correspondence was received from the Owner of three Strata Lots citing maintenance issues, which were approved for repair, as under the President's Report.

H. NEW BUSINESS

The Strata Council will be working on the new budget for the fiscal year 2020 which begins on February 1, 2020, and will meet in January to put together the Proposed Budget to be presented to the Owners at an Annual General Meeting, to be scheduled for late February early March.

I. DATE FOR NEXT MEETING

It was unanimously agreed to schedule a Council Meeting in January, to prepare for the Annual General Meeting, including the budget preparation.

An invitation package with all relevant information will be mailed to all Owners including proxy voting form for those Owners who may not be able to attend the Annual General Meeting.

J. ADJOURNMENT

There being no further business to transact Upon a Motion duly made it was Resolved that the meeting be adjourned at 2:30pm.

The Strata Property Act of B.C. requires a vendor to provide purchasers with copies of Minutes. Please retain the Minutes provided to you for further reference; replacement copies will be subject to payment of a fee.

Minutes prepared by:

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STRATA PLAN VIS 4810

The Owners, Strata Plan VIS 4810 Strata Council Meeting Minutes Wednesday, November 6th, 2019

Following are the Minutes of the Strata Council Meeting of The Owners, Strata Plan VIS 4810, held on Wednesday, November 6th, 2019, 12:30pm at Beefeeders in Departure Bay, BC.

A. CALL TO ORDER

The Meeting was called to order at 12.40 pm, by Lorne Priestley the President of the Strata Council.

Strata Council was represented by Lorne Priestley, Norma Priestley and Karin Whale, attending by way electronic communication. Management was represented by Tiit Pikksalu.

B. APPROVAL OF THE AGENDA

Upon a MOTION duly made by Norma Priestley and seconded by Karin Whale, it was unanimously agreed to APPROVE the Agenda as having been presented.

C. APPROVAL OF THE MINUTES OF THE PREVIOUS COUNCIL MEETING HELD ON WEDNESDAY, FEBRUARY 27, 2019

Upon a MOTION duly made by Norma Priestley and seconded by Karin Whale, it was resolved that the minutes from the Wednesday, February 27, 2019 meeting be approved as distributed.

D. PRESIDENT'S REPORT

a. Parking Lot Issue

The Strata Corporation leases a piece of property from BP Capital (Ucluelet) Ltd., known as Lot 3. It is being used as the parking lot for the Strata Corporation, the leases expired on August 31st, 2008. The Strata Corporation has thereafter continued to use Lot 3 for parking purposes, by a mutual Agreement, on a month to month basis. BP Capital (Ucluelet) Ltd., notified the Strata Corporation on October 31, 2019 that the use of the lands is terminated effective November 30, 2019. However, the Strata Corporation was able to negotiate a continuation of the month to month Agreement until August 31, 2020.

The Strata Corporation has begun negotiations with the District of Ucluelet, and has hired its own surveyor to determine the relocation of parking spots onto the Strata Corporation's property, for twenty-six (26) parking spots, twenty-five spots, one (1) each for Owners, plus one (1) for staff.

STRATA PLAN VIS 4810
The Owners, Strata Plan VIS 4810
ANNUAL GENERAL MEETING MINUTES
TUESDAY, MARCH 10, 2020

Following are the Minutes of the Annual General Meeting of The Owners, Strata Plan VIS 4810, held on Tuesday, March 10, 2020 at 12:30 pm, at 3458 Blueback Drive, Nanoose Bay, BC.

A. CALL TO ORDER

Lorne Priestley, the President of the Strata Council, as Chair of the meeting, called the meeting to order at 12:30 pm.

The Strata Council has passed an amendment of the Strata Plan VIS 4810 Bylaws, on February 29, 2016, approving Special Resolution 2 “Bylaw to Permit Electronic Communication for/at Strata Corporation Meetings”, which allows the Strata to hold a Meeting where some Members can attend by way of electronic communication.

Strata Lots represent at the meeting were, Strata Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 22, 24 and 25. Management was represented by Tiit Pikksalu.

Present at the meeting were Lorne Priestley and Norma Priestley and by way of electronic communication Karin Whale and Sean Whale and the Management Company being represented by Tiit Pikksalu.

B. CALLING OF THE ROLL & CERTIFICATION OF PROXIES

The Management Company reported that there were 21.6 votes present, and all of the proxies were certified to vote, with the Corporate Owner’s proxies having proof of authority.

C. DETERMINATION THAT THERE IS A QUORUM

The Strata Property Act of BC, requires that one third of the votes be present to constitute a quorum. One third of the 26.04 total votes being 8.59, with 21.6 votes present, the Meeting was declared competent to proceed.

D. PROOF OF NOTICE OF MEETING

Management confirmed that the individual packages and the attached information for the Annual General Meeting Invitation had been mailed to the Owners within the required twenty minimum days before the Meeting, that being February 18, 2020, as required under *the Strata Property Act of BC*.

E. APPROVAL OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Upon a MOTION duly made by Strata Lot 14 and seconded by Strata Lot 9, it was RESOLVED that the Minutes of the Annual General Meeting held on Wednesday, February 27, 2019 be approved as distributed.

F. PRESIDENTS REPORT

The President, Lorne Priestley reported as follows:

“My report must of course focus on the monies spent during the year.

2019 started with the requirement to spend a little more than \$40,000.00 to repair Cabin #10. Extensive damage was done when a large tree in H-Tin-Kis park fell against Cabin #10 during the 2018 Christmas storm. The SE corner took the hit, corner siding ripped off, post and beams knocked down major damage to the south facing roof. The SE corner comprises the kitchen. The building was closed until new support system was put in place. There was also some roof damage to Cabin #9, Cabin #6, Cabin #5 and Cabin #7. All repairs were completed in January 2019 and were covered by the Strata Corporation’s insurance, less the \$5,000.00 deductible which was paid from the Contingency Fund as permitted under the Strata Property Act.

During the spring of 2019 the three buildings along Peninsula Road needed replacement support beams to replace the rotted beams. Each building was lifted on jacks about three or four inches, old rotted beams were pulled out then new beams carefully slid into place. These beams were 6 x 12” and from 14 to 20 feet in length. The long beams are about 900 pounds each. The south building was first. Then the center building. Lastly the north building. Care was needed as water, sewer and power lines had to be carefully moved and then moved back. All work was done with minor disruption as the cost of about \$20,000.00. The last major job was the north end of Strata Lot 14, being the largest metal sided building. The galvanized siding had large sections of rust. These areas were high up on the side and totally rusted out, no metal left, just rust. The danger was apparent as the siding was removed and structural damage was revealed, especially around the windows. Some studs were replaced and window frames were repaired, with new siding installed, at a total cost of about \$12,000.00.

Just as the year ended another storm with high speed swirling winds tore over half the shingles off the north face of Cabin #9, SL 7. And same for Cabin #1, SL 1. Repairs to SL 7 are complete with new plywood and shingles. SL1 repairs will be completed within the next two or three weeks, weather permitting. Total repair costs about \$12,000.00 All construction work has been done by local craftsmen.

January 2020 the lower deck of SL 8, during an inspection, showed rot on parts of the railing and the railing was totally replaced at an approximated cost of \$700.00.”

Lorne Priestley
President, Strata Council
VIS 4810

G. SPECIAL RESOLUTIONS

Special Resolution #1 was read out as follows:

SPECIAL RESOLUTION #1 - WAIVER OF DEPRECIATION STUDY

WHEREAS the Owners at Strata Plan VIS 4810 are aware that the Strata Property Act of BC requires that every Strata Corporation in BC must have the Strata Corporation order a Depreciation Study by December 14th, 2013. It is being recommended to the Owners to again waive the requirement as permitted under the Act, until the next Annual General Meeting, as the process lacks consistency and practical application of the results for a Strata Plan such as VIS 4810.

The Strata Corporation has an ongoing repair and maintenance program which provides for continuous renewal of Strata Common Property.

BE IT RESOLVED that the Owners of Strata Plan VIS 4810 hereby waive the requirement for a Depreciation Study until the next Annual General Meeting scheduled for March 2021.

A MOTION was made by Strata Lot 9 and seconded by Strata Lot 14 that the Resolution as having been read be APPROVED.

Discussion:

- It has been noted in all the minutes over the last several years, that there is an ongoing repair and replacement program, in addition to weather related repairs thus the provisions of a Depreciation Report would not add any significant knowledge to the ongoing program.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution is **CARRIED**.

Special Resolution #2 was read out as follows:

**SPECIAL RESOLUTION #2
SPECIAL ASSESSMENT – CONSTRUCTION OF PARKING STALLS**

WHEREAS the lease between Strata Corporation VIS 4810 and BP Capital, for the lease of the lands presently being used as a parking lot for VIS 4810, has been cancelled by BP Capital as of August 31, 2020, as permitted and provided in the lease. Strata VIS 4810 therefore needs to develop and construct sufficient parking for the Strata’s needs;

BE IT RESOLVED that the Strata Corporation VIS4810 levy a Special Assessment in the amount of \$30,000.00 to be paid based on unit entitlement (as per Schedule “A”) on or before June 1, 2020. The funds will be used to pay for the required Consulting Engineering fee, the process to obtain Civic approval by way of a Development Permit and Construction Permit, as well as the construction of sufficient parking spots on Strata Lands. Strata lots not having paid the Special Assessment by June 15, 2020, will be fined \$200.00 per month, until paid in full including any penalties outstanding.

A MOTION was made by Strata Lot 9 and seconded by Strata Lot 14 that the Resolution as having been read be APPROVED.

Discussion:

- As the District requires a development permit, the Strata Corporation is working with a professional engineering firm and a survey firm, with the engineering then supplying a detailed submission for the development permit. The \$5,000.00 fee for the engineering firm's work has been approved and the construction of the parking spots needs to be completed immediately upon receipt of the Special Assessment funds.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution is **CARRIED**.

Special Resolution #3 was read out as follows:

**SPECIAL RESOLUTION #3
AMENDING CLAUSE (1) AND (2) UNDER COMMON PROPERTY BYLAW**

WHEREAS the current wording reads as follows:

- (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, and common assets or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the **loss of damage** is not covered by the strata corporation's 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, where the cause of such loss or damage is the result of an act, omission, **negligence or carelessness** of the owner, and/or the owner's tenant(s) occupant(s), visitor(s) or pets and the **loss of damage** is not covered by the strata corporation's insurance policy.

BE IT RESOLVED to amend the wording to read as follows:

- (1) An Owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, and common assets or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the **loss or damage** is not covered by the strata corporation's 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, where the cause of such loss or damage is the result of an act, **omission or carelessness** of the owner, and/or the owner's tenant(s) occupant(s), visitor(s) or pets and the **loss or damage** is not covered by the strata corporation's insurance policy.

A MOTION was made by Strata Lot 9 and seconded by Strata Lot 14 that the Resolution as having been read be APPROVED.

Discussion:

- This is a housekeeping type Resolution changing the existing bylaw to reflect the present legal conditions and decisions being made by courts in order to protect the Strata Corporation's position, and the typo changing "of" to "or".

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Resolution. The Resolution **is CARRIED.**

H. APPROVAL OF THE PROPOSED 2020/2021 BUDGET

The Treasurer made a MOTION that the Budget as having been proposed by the Strata Council to the Owners be APPROVED. The MOTION was seconded by Strata Lot 14.

Discussion:

- As has been noted, there is ongoing maintenance and repair, and the Strata Council is proposing a 2% inflationary increase to reflect the continuing financial needs of the Strata Corporation.
- Of special note, is a proposed substantial increase in the line item for the Strata Corporation's insurance, which has been increased by 30%, based upon what is presently happening in the strata insurance coverages, with substantial premium increases and substantial deductible increases being imposed upon strata corporations by the insurance industry. The insurance industry, those companies that are still writing strata corporation business, has been drastically reduced in numbers of companies reflecting extremely poor loss experience in the strata class of business. The insurance industry has in the last year and still continuing to impose much higher premiums and deductibles and probably will do so for the next year or two, to provide itself with more premium, to hopefully cover the increasing loss ratios. There has been much public discussion in the media about strata corporation insurance issues, some very severe anecdotal reports on increasing premiums and specially water damage deductibles. Total dollars being paid out by the insurance industry, in the strata class of business, reflects approximately 75 – 80% water damage losses. The proposed budget increase is based upon the best advise presently available and the Strata Council hopes it will be sufficient when the Strata Corporation's policy renews in September.
- The Strata Corporation last year had a surplus as noted in the Budget under Income "Prior Year's Surplus", this is being carried over into the new Proposed Budget, as is permitted under the Strata Property Act, and becomes part of the new Budget Income.

There being no further discussion, and upon the vote being taken there were no opposing votes and no abstaining votes, with all of the votes in favour of the Proposed Budget. The Proposed 2020/2021 Budget **is CARRIED.**

I. INSURANCE COVERAGE APPROVAL

The Chairperson asked Management to explain that under the *Strata Property Act of BC*, information on the Insurance Coverage for the Strata Corporation must be provided to each Owner by way of an Insurance Memorandum explaining coverage, this information must be sent along with the invitation material for the Annual General Meeting, and has been provided to all Owners.

All owners should be aware that the Strata Corporation's Insurance Policy provides coverage for everything that was originally built and does not provide coverage for fixtures that are moveable or any upgrades having been added or installed by Owners. Owners must purchase their own insurance for these items, as well as all personal goods and liability coverage for their unit and should inform their own insurance company that there is an all loss deductible of \$5,000.00 on the Strata Corporation's Property Insurance Program. For the information of all Owners, the deductible on the earthquake coverage is ten (10) percent, and the deductible for flood coverage is \$25,000.00, with a water damage deductible of \$5,000.00.

All Owners should note that there is a \$5,000.00 water damage deductible on the Strata Corporation's policy and any water losses in an Owners unit, as well as damages to adjoining units or common property under the Strata Corporation's water damage deductible are the responsibility, as per the Strata Corporation's bylaws, of the unit Owner from where the water damage emanates. Please make sure that you own insurance broker/insurance company is aware of the water damage deductible and coverage is provided to cover you and make payment on your behalf, if necessary.

The Strata Corporation also purchases \$10,000,000.00 of General Liability Coverage, as well as a \$5,000,000.00 Director's and Officer's Liability Coverage, to protect Strata Council Members.

Upon a MOTION duly made by Strata Lot 9 and seconded by Strata Lot 14 it was RESOLVED to APPROVE the insurance coverages based on the certificates, which were attached to the Annual General Meeting Invitation Package.

J. ELECTION OF STRATA COUNCIL 2020/2021

The President of the Strata Council, Lorne Priestley, as required under *the Strata Property Act of BC*, announced that the 2019/2020 Council is resigning.

The President again extended warm thanks for the contributions of the volunteer Strata Council Members, as the year 2019 turned out to be a rather work intensive year, due to severe weather damage, more rot having been discovered and having to be replace some structural members.

The Owners in turn thanked the President, for his personal detailed attention to the wellbeing of the Strata Corporation, having gone well above the normal volunteer requirements, visiting, observing, supervising and controlling finances to ensure the wellbeing of the Strata Corporation.

Upon a MOTION duly made by Strata Lot 9 and seconded by Strata Lot 14, it was RESOLVED to nominate and re-elect last year's Council, and upon the vote being taken, there were no opposing votes, no abstaining votes, with all of the votes in favour of the re-election of the Council

Council members for 2020/2021 are;

1. Lorne Priestley
2. Norma Priestley
3. Shen-Nan Lu
4. Karin Whale
5. Sean Whale

K. OTHER BUSINESS

- Critical roof repairs are ongoing at present, with the internal type gutters being either eliminated or replaced by external more practical gutters.

L. ADJOURNMENT

There being no further business to transact and upon a MOTION duly made, it was RESOLVED that the meeting be adjourned at 12:57 pm.

It was agreed that the first Strata Council Meeting of the newly elected Council would be held immediately following the Annual General Meeting to elect Council Officers.

The Strata Property Act of B.C. requires a vendor to provide purchasers with copies of Minutes. Please retain the Minutes provided to you for further reference; replacement copies will be subject to payment of a fee.

Minutes prepared by:
Quay Pacific Property Management Ltd. & National Pacific Real Estate Service Inc.
885 Helmcken Street, Vancouver, B.C., V6Z 1B1
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STRATA PLAN VIS 4810

The Owners, Strata Plan VIS 4810

Strata Council Meeting Minutes

TUESDAY, JUNE 30, 2020

Following are the Minutes of the Strata Council Meeting of The Owners, Strata Plan VIS 4810, held on Tuesday, June 30, 2020 at 2:30 pm, via Zoom.

A. CALL TO ORDER

The Meeting was called to order at 2:30 pm.

B. ORDER OF BUSINESS

- Appointment of replacement Strata Council Members due to the resignation of four present Council Members.

C. APPOINTMENT OF STRATA COUNCIL MEMBERS

Four strata Council Members Lorne Priestley, Norma Priestley, Karin Whale and Sean Whale are resigning from the Strata Council as of July 1, 2020.

As per the Strata Property Act of BC, Schedule of Standard Bylaws, Division 3 Clause 12 (1) and 12 (3) on the resignation of Council Members, the Strata Council is authorized to appoint replacement Council Members for the balance of the term, with all Council Members resigning at the end of the next Annual General Meeting, at which time a new Council will be elected.

The Council appointed as replacement Council Members:

Jason Priestley, Naomi Priestley and Gwilym Roberts to serve as Council Members.

D. ELECTION OF STRATA COUNCIL OFFICERS

As provided for under the Strata Property Act of BC, Strata Council Officers are elected by Council Members from amongst themselves, with the following positions being elected.

Jason Priestley	President/Treasurer
Shen-Nan Lu –	Vice President (presently in that position)
Naomi Priestley	Secretary
Gwilym Roberts	Member at Large

The Strata Corporation is in deep gratitude to the resigning Council Members for the many years of faithful service in maintaining the Strata Corporation's property by way of an incredible number of volunteer hours, to keep the Strata Corporation running at fiscally responsible manner. Particular emphasis and thank you going to Lorne Priestley, whose business acumen, construction and financial knowledge has led to some very serious repairs and renovations.

E. ADJOURNMENT

There being no further business to transact, upon a MOTION duly made it was RESOLVED that the meeting be adjourned at 3:50 pm.

**The next meeting of the Strata Council will be held
on Friday, July 10, 2020 via Zoom at 2:30 pm**

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STRATA PLAN VIS 4810

The Owners, Strata Plan VIS 4810 Strata Council Meeting Minutes THURSDAY, AUGUST 13, 2020

Following are the Minutes of the Strata Council Meeting of The Owners, Strata Plan VIS 4810, held on Thursday, August 13, 2020 at 4:00 pm, via Zoom.

A. CALL TO ORDER

The Meeting was called to order at 4:00 pm.

B. ORDER OF BUSINESS

Approval of contract with District of Ucluelet for use of 17 parking stalls located on adjacent District land.

C. THE MOTION

The strata corporation lease for parking on an adjoining parcel of land is running out on August 31, 2020, and as the strata corporation needs to provide parking spaces for owners/guests, and has to that end reconfigured the strata lands to allow for parking of vehicles, and has negotiated with the District of Ucluelet for a proposed contract for 17 parking spaces on adjoining District lands, at a cost of \$1,133.00 per month for an initial term of ten years, it is hereby agreed that the strata corporation enter into a contract with the District, and also agree to the requirement by the District to pay for the survey and the cost of drafting the lease.

A Motion was made and seconded to approve the Motion as above and upon the vote being taken Council approved the Motion unanimously.

D. OTHER BUSINESS

There was no other business to discuss.

E. ADJOURNMENT

There being no further business to transact, upon a MOTION duly made it was RESOLVED that the meeting be adjourned at 4:15 pm.

**The next meeting of the Strata Council will be held
on a as need basis**

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STRATA PLAN VIS 4810

The Owners, Strata Plan VIS 4810 Strata Council Meeting Minutes THURSDAY, AUGUST 20, 2020

Following are the Minutes of the Strata Council Meeting of The Owners, Strata Plan VIS 4810, held on Thursday, August 20, 2020 at 10:00 am, via Zoom.

A. CALL TO ORDER

The Meeting was called to order at 10:00 am.

B. ORDER OF BUSINESS

- Appointment of replacement Strata Council Members due to the resignation of two present Council Members.

C. APPOINTMENT OF STRATA COUNCIL MEMBERS

Two strata Council Members Jason Priestley and Naomi Priestley will be resigning from the Strata Council as of the Land Titles Registration of the new Owners of the 19 strata lots presently owned by companies they represent on Council.

As per the Strata Property Act of BC, Schedule of Standard Bylaws, Division 3 Clause 12 (1) and 12 (3) on the resignation of Council Members, the Strata Council is authorized to appoint replacement Council Members for the balance of the term, with all Council Members resigning at the end of the next Annual General Meeting, at which time a new Council will be elected.

The Council appointed as replacement Council Members:

Alvin Benjamin and Patrick Davis as replacement Council Members representing the company which has purchased the 19 strata lots. Appointment to take effect as of the registration of ownership at the Land Titles Office.

D. ELECTION OF STRATA COUNCIL OFFICERS

As provided for under the Strata Property Act of BC, Strata Council Officers are elected by Council Members from amongst themselves, with the following positions being elected.

Alvin Benjamin	President
Patrick Davis	Secretary/treasurer
Shen-Nan Lu	Vice President (presently in that position)
Gwilym Roberts	Member at Large (presently in that position)

E. ADJOURNMENT

There being no further business to transact, upon a MOTION duly made it was RESOLVED that the meeting be adjourned at 10:20 am.

**The next meeting of the Strata Council will be held
on an as need basis**

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Strata Corporation VIS 4810

Strata Council Meeting

Via GoTo Meeting

October 28, 2020 at 4:00 PM

MINUTES

1.0 Call to order: Al Benjamin called the meeting to order at 4:03 PM and asked Christine Brice to chair.

Present: Nan Lu, Gwilym Roberts, Al Benjamin and Patrick Davis as well as Christine Brice of Ardent Properties Inc.

Observers: Ron Clayton, Chris Pedrick and Devon Sockett

2.0 Additions / Approval of Agenda:

Motion: Adopt the Agenda

Moved: Gwil Roberts

Second: Patrick Davis

Carried

3.0 Minutes of Previous Meeting: The Council reviewed the minutes of June 30, 2020, August 13, 2020 and August 20, 2020 from Quay Pacific Property Management.

4.0 Financial Report: The financial statements of August 2020 from Quay Pacific were reviewed.

The Council discussed the possible options for installing individual BC Hydro meters or usage meters for each strata lot. A further investigation of the cost of meters versus the unit entitlement cost of electricity will be presented at the next meeting.

5.0 Finished Business:

5.1 Insurance Renewal: The strata insurance was renewed September 22, 2020. The Insurance broker has indicated the strata will be due for an on-site inspection before renewal next year.

6.0 Business Arising from the Minutes: none to review

7.0 New Business:

7.1 Strata Management transfer: The management contract for Quay Pacific ends November 30, 2020. The management contact with Ardent Properties began October 1, 2020. A welcome letter from Ardent Properties will go out to Owners in November.

7.2 Common Property Regular Maintenance and Cleaning: The Council discussed the strata maintenance duties for the common property. The Council expressed a preference for the strata duties to be completed by separate maintenance/cleaning contractors from the resort staff. A one-time cleaning of the common property will be organized when a refuse bin is on-site.

- 7.2.1 Dog Washing Station:** Terrace Beach Resort will be asked to submit a request to Council for the temporary exclusive use of the common property for a dog washing station.
- 7.2.2 Outdoor Hot tubs:** The Council reiterated that the hot tubs belong to strata lots and not the strata. An Owner expressed concerns about hot tub noise. Terrace Beach Resort intends to replace all their hot tubs with more efficient and quieter models. The railings on decks with tubs may need to be heightened. Terrace Beach Resort is investigating the Building Code requirements and may bring an alteration request to Council.
- 7.3 Landscaping Contract and season-end cleaning:** The Council confirmed the scope of work completed by Pacific Earthworks was just for mowing the lawn. Quotes for a property wide spring clean-up will be requested for the next meeting as well as an expanded scope of work for landscaping maintenance.
- 7.4 Fall Maintenance Items:** The Council discussed the need for gutter cleaning versus the roof replacement recommended. The Strata Manager will follow up with On the Edge for a gutter cleaning quote for cabins that are not going to have their roofs replaced this winter. The Strata Manager will follow up with Terrace Beach Resort staff for the date of the fall fire extinguisher inspection.
- 7.5 Winter Maintenance Items:** The Strata Manager will confirm that there is ice melt on site for all Owners to use.
- 7.6 Emergency Repairs:** Al provided an update on emergency repairs recently completed to the common property stairs. One set was completely removed and the other reinforced by Darren of Creative Concepts Construction (CCC). The CCC invoices have been submitted to Quay Pacific for payment from the Contingency Reserve Fund. The Strata Manager has authorized temporary repairs to SL 13 stairs, the common sewer line and the SL 14 exterior door with funds from the Operating Budget.
- 7.7 Upcoming Repairs and Replacements:** A comprehensive repair and replacement report from Creative Concepts Construction (CCC) was reviewed by the Council. Council Members and Owners gave feedback on the report. The Council approved emergency repairs to the structural elements under the boardwalk as recommended by CCC to be paid from the Contingency Reserve Fund. The Strata Manager will create a map showing the strata lot numbers and cabin numbers for each unit for easy reference. At the next meeting, CCC will have a cost proposal for the other items in their report. The Council discussed holding the annual general meeting in December so funding could be approved and remediation work start as soon as possible.
- 7.8 Bylaw Review:** The Strata Manager recommended a quote to review the Bylaws be sought for the next meeting.
- 7.9 Parking Lease:** Al provided an update on the progress made with the District of Ucluelet regarding the parking situation. The District of Ucluelet will submit a formal lease agreement to the Strata once the

final site drawings are complete. The Council discussed installing parking curbs with specific signage for each unit.

Devon Sockett left the meeting

7.10 Gazebo: Ron Clayton provided a historical background on the gazebo. It was built by the Developer on the District of Ucluelet land and was to be maintained by the Developer. The Strata Manager will speak with Abby Fortune at the District of Ucluelet about future plans for the gazebo.

7.11 JS Ukee Construction: Jorin Stiller has submitted three invoices for work completed over the last year. The Council directed the Strata Manager to confirm that these are the final invoices from JS Ukee Construction and that they have not been paid already.

8.0 Property Alteration Requests: none to review

9.0 Correspondence:

9.1 Email from SL 13 regarding limited common property stairs

9.2 Email from SL 11 regarding property concerns

10.0 Next Meeting: November 19, 2020 at 4 pm via GoTo Meeting

11.0 Adjournment: Hearing no further business, the meeting was concluded at 6:05.

Strata Corporation VIS 4810
Strata Council Meeting
Via GoTo Meeting
November 19, 2020 at 4:00 PM

MINUTES

- 1.0 Call to order:** Al Benjamin called the meeting to order at 4:07 PM and asked Christine Brice to chair.
- Present:** Nan Lu, Gwilym Roberts and Al Benjamin as well as Christine Brice of Ardent Properties Inc.
- Regrets:** Patrick Davis
- Observers:** Devon Sockett

2.0 Additions / Approval of Agenda:

- Motion:** Adopt the Agenda
Moved: Gwil Roberts
Second: Al Benjamin
Carried

3.0 Minutes of Previous Meeting:

- Motion:** Adopt the minutes of October 28, 2020.
Moved: Al Benjamin
Second: Gwil Roberts
Carried

- 4.0 Financial Report:** The financial statements of September 2020 from Quay Pacific were reviewed. Quay Pacific will be asked to provide details on the garbage charges.

The Strata Manager provided an overview of the 2021 budget in the format used by Ardent Properties. Council members were asked to provide feedback on any missing items. Nan provided background information on the change of unit entitlement. The Strata Manager will ask the District of Ucluelet for details regarding water invoicing. The Council members talked about the historical income from the resort for lease of banner space, common closets and electricity use for hot tubs and laundry. A formal lease will need to be developed with the new resort owner.

5.0 Finished Business:

- 5.1 Annual Fire Inspection:** The report from Campbell River Fire Safety Services was reviewed. Emergency lighting and fire extinguishers were inspected. It was noted that smoke alarms are likely expired and should be replaced next year. Smoke alarms are the strata lot Owner's responsibility. The Strata will have every unit checked for both fire extinguishers and smoke alarms next year and any smoke alarms that need replacing will be at the Owner's cost.

Ron Clayton joined meeting.

Ardent Properties Inc.
371 Frankly Street
Nanaimo, BC V9R 2X5

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Fax: 250 753 5451
www.ardentproperties.com

5.2 Emergency repairs to north staircase and structural supports to SL 8

5.3 Emergency removal of the south staircase

6.0 Business Arising from the Minutes:

6.1 Common property regular maintenance and cleaning:

The Council reviewed the common property maintenance items for October. At this time, staff at the resort are completing these items to a maximum of 20 hours a month. The Council reviewed a cleaning quote for the interior cleaning of the two common hallways. The Strata Manager was directed to add those tasks to the common maintenance the resort staff are covering. It was noted that the interior hallways need a deep clean. Painting of the interior hallways was discussed.

6.2 **Fall Maintenance Items:** Gutter cleaning schedule will be developed for buildings that are not having their roofs replaced until the spring. It was agreed to move the dog washing station to a more central location on the boardwalk and remove the sign excluding some guests from its use. The Council discussed the future construction of a dog washing station closer to the beach.

6.3 **Emergency Repairs:** Al provided an update on the emergency repairs; they are moving along smoothly. Scaffold has been set up and the repairs and replacements to the structural beams under SL 15 and SL 18/SL 19 buildings are underway. The materials invoice from Creative Concepts (CC) Construction was reviewed.

6.4 **2022 Annual General Meeting:** The meeting is scheduled for Dec 19, 2020 at 10:00 AM via Go To Meeting. The Council agreed to add a resolution to exempt the strata from the Depreciation Report requirement. A special levy for exterior remediation recommended in the CC Construction report will be presented to Owners.

6.5 **2022 Budget:** The Council members will review the draft 2022 budget via email. Funds for a bylaw update and the installation of hydro meter readers will be included.

7.0 New Business:

7.1 **Storm Damage:** A tree came down on the southernmost end of the common boardwalk. There was a small amount of damage to the flashing on the corner of SL 24 and one section of the boardwalk railing was completely damaged. CC Construction cleared the tree off the strata property and will fix the roof and railing damage. The Strata Manager will notify the District of Ucluelet. The Terrace Beach Resort banner tore loose and damaged one of the lighting fixtures. The resort is looking into replacing the banner.

7.2 **Parking Lot:** The District of Ucluelet has not yet provided the formal lease agreement to the strata. The Council recommended funds for signage and parking curbs be added to the 2022 budget.

8.0 Property Alteration Requests: none to review

9.0 Correspondence:

9.1 Email from SL 21 regarding contractor accommodation

9.2 Email from SL 13 regarding cabin floor concerns

9.3 Email from SL 13 regarding cabin bathroom floor concerns

9.4 Email from Terrace Beach Resort with gutter and tree concerns

10.0 **Next Meeting:** Annual General Meeting Dec 19, 2020 at 10:00 am via GoTo Meeting

11.0 **Adjournment:** Hearing no further business, the meeting was concluded at 6:09.

Strata Plan VIS 4810 – Terrace Beach
Annual General Meeting
Via GoTo Meeting

1.0 Call to order, certify proxies, issue voting cards and attendance: Al Benjamin called the meeting to order at 10:04 AM on December 19, 2020.

Motion: Christine Brice to chair the meeting.

Moved: Al Benjamin

Second: Ron Clayton

<Carried>

2.0 Determination of quorum: At the time the meeting was called to order there were 25.68 eligible votes represented in person. The quorum for this meeting was 8.59, accordingly, the meeting was eligible to proceed.

3.0 Proof of Notice: The Agenda package was mailed and emailed to the owners on November 27, 2020 satisfying the two week notice requirement.

4.0 Approve the Agenda: Add to New Business: SL 11 Common Property, Common Space Rental, Repair Reimbursement, SL 1, 2 & 3 Concerns – Scope of Work and Resort Staff concerns.

Motion: Approve the Agenda as amended.

Moved: Gwil Roberts

Second: Al Benjamin

<Carried>

5.0 Minutes of the last General Meeting: None of the Owners in attendance had attended the previous Annual General Meeting. There was a discussion about the accuracy of Section G that states “The Strata Corporation has an ongoing repair and maintenance program which provides for continuous renewal of Strata Common Property”

The Owners noted there have been years of frustration in the past with deferred maintenance.

Motion: To not approve the minutes of the March 10, 2020 Annual General Meeting.

Moved: Ron Clayton

Second: Chris Pendrick

<Carried>

Discussion: The Owners recommended that changes to the minutes be addressed at a later date and brought to the next general meeting.

6.0 Unfinished Business: The Owners discussed the \$30,000 special levy for parking that was approved at the last general meeting. Ron recommended that the Strata Corporation request all the receipts related to the Special Levy from the previous management company. Al Benjamin provided an update on the parking lot plans agreed upon between VIS 4810, the District of Ucluelet and R3 Cabins. R3 Cabins was thanked for their contributions to the District of Ucluelet that make the usage of the space more efficient. The strata will lease 16 parking spaces from the District of Ucluelet. The lease agreement will be reviewed by

the next Strata Council. The District of Ucluelet will apply the funds from the lease to improve the parking space.

7.0 Reports of Strata Council Activities: Christine Brice welcomed all Owners to the meeting. It has been a big year of changes for the Strata Corporation. The majority owner sold their units to Island Creek Developments in August. Emergency repairs have been completed this fall to the supports for the buildings under SL 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and work is currently happening under the buildings for SL 9,10 and 14. The management transition from Quay Pacific in Vancouver to Ardent Properties in Ucluelet happened between Oct and November. Further in the meeting, there will be a full discussion of the Phase 2 winter/spring work planned for the cabin strata lots. Al complemented the crew of Creative Concepts Construction on their professional work to improve the safety of the common property. Devon requested details on the construction schedule. The Owners will request an updated Phase 2 construction schedule to be circulated every 3 weeks through the Strata Manager.

8.0 Report on Insurance coverage: The Strata Manager reported that the current insurance policy expires on September 22, 2021. The property is insured for a \$8,334,000.00 replacement value with a 90% co-insurance clause. Commercial Property General Liability of \$10,000,000 as well as \$5,000,000 of Directors and Officers Liability coverage. All deductibles are \$25,000 except earthquake of 20%.

All Owners are recommended to discuss their insurance needs with the broker for their own policy to ensure adequate coverage for property, contents, loss of income and liability insurance coverage of \$5 million for their own strata lots and third party, or loss assurance, coverage for strata deductibles.

Al relayed information from the insurer to expect an on-site visit in the next year. Chris recommended that the strata ask for the inspection checklist ahead of time.

The Strata Manager recommended that an Insurance Appraisal be completed in the 2022 fiscal year. Insuring for the replacement value calculated by an appraiser will remove the co-insurance clause from the Strata's policy.

9.0 Year to Date Financial Report: The Strata Manager reviewed the financial statements provided by Quay Pacific to the end November 2020. Total cash is \$60,477.46 including \$40,487.83 in the Contingency Reserve fund. Revenue to date is \$138,304.73; including income totalling \$5,825.00 from the lease of common space. General expenses are \$11,241.47. Repair and Maintenance Expenses are \$43,724.02. Utilities are \$36,454.21, Contract Expenses are \$7,776.01, Professional Fees are \$6,551.31 and Caretaker Expenses are \$5,006.61.

Motion: Adopt the November 2020 financials report.

Moved: Al Benjamin

Second: Ron Clayton

<Carried>

10.0 RESOLUTION #1 – VIS 4810 Exterior Remediation Project Special Levy

PREAMBLE:

WHEREAS the Strata Corporation has received a Building Inspection Report from Creative Concepts Construction outlining recommended and necessary repairs and replacements for the common property (“**The Exterior Remediation Project**”); and

WHEREAS the Strata Corporation has a duty to repair and maintain the common property as required in the Strata Property Act;

BE IT THEREFORE RESOLVED as a 3/4 vote resolution of the Owners, Strata Plan VIS 4810, (the “Strata Corporation”), that:

- 1) A sum of money not exceeding \$1,000,000.00 (including tax), be raised by special levy upon the registered Owners in proportion to unit entitlement of their respective strata lots, for the amount shown opposite the strata lot on Schedule “A” attached.
- 2) The Special Levy shall be spent for the purpose of completing **The Exterior Remediation Project** including, but not limited to, the recommended repairs listed in the Creative Concepts Construction Report and any other building repairs, replacements or maintenance deemed necessary or required in the view of any other contractor, engineer, building code consultant or other similar type of professional retained by the Strata Corporation;
- 3) The special levy will be used for all related costs associated with **The Exterior Remediation Project** including, but not limited to, contract management, permits, design drawings and specifications, quotes, quality assurance, warranty, insurance, consultants, labour, materials, administration, accommodation, taxes and fees.
- 4) The Owners grant the Strata Council the authority to approve changes in the appearance of the common property limited to the choice of paint colours for the common property provided Owners have been consulted on their preference.
- 5) In the event that the actual cost of the proposed project is less than the special levy amount, monies will be refunded or reallocated subject to Sections 108(5) and (6) of the *Strata Property Act*, which read as follows:
(5) If the money collected exceeds the amount required, or for any other reason is not fully used for the purpose set out in the resolution, the strata corporation must pay to each owner of a strata lot the portion of the unused amount of the special levy that is proportional to the contribution made to the special levy in respect of that strata lot.
(6) Despite subsection (5), if no owner is entitled to receive more than \$100 in total under subsection (5), the strata corporation may deposit the excess in the contingency reserve fund.
- 6) Interest earned on funds raised pursuant to this resolution will be allocated to the Special Levy Fund.
- 7) This special levy of \$1,000,000.00, (amount that Owners will be levied per (1) above) shall be assessed on December 19, 2020, and shall become due and payable in full immediately on the passing of this resolution by the registered

Owners on title as at the end of that day. Any owner who wishes to sell, convey or transfer his / her title, or remortgage, must pay the special levy in full before a "Form F – Certificate of Full Payment" can be issued pursuant to Section 115 of the *Strata Property Act*.

8) As a matter of financial convenience only, the Owners may pay this special levy over a period of four (4) months, such payments to be made in four (4) equal amounts on the first of each month, commencing on January 1, 2021. Notwithstanding the foregoing, this special levy is not considered an "instalment" levy as contemplated by Section 108(3) (e) of the *Strata Property Act*, and Section 109 of the *Strata Property Act* therefore does not apply.

9) Any owner who fails to make any payment(s) in accordance with this resolution may be assessed a fine per the Strata Corporation Bylaws, and / or interest at a rate of up to 10% per annum compounded annually and charged on a monthly basis. Sections 116, 117 and 118 of the *Strata*

10) *Property Act* shall be applicable where an owner fails to make the required payment as authorized by the passing of this 3/4 vote.

Discussion: Ron asked whether interior repairs will be covered with this work. The Strata Manager noted item #2 allows for repairs as needed to address issues that arise during the remediation. Al confirmed that the Contractor will be in regular communication about items that need to be repaired and that additional contractors can be brought in. Communication about extra items with Darren and the Strata Manager.

Al and Pat answered questions from Owners regarding the hiring of Creative Concepts Construction over local companies and then using the same company to complete the building report and the remediation work. There was a discussion around the timing of the project and the process of approval for future projects. The new Council was directed to share the accommodation revenue among the Owners. Al and Pat confirmed that the scope of work will be minimized as much as possible – projects that can be put off for a few years will be.

Ron spoke to the history at VIS 4810 that has landed the strata in this position of having to address neglected maintenance. Devon wondered about having an independent, local third party review the scope of work.

SL 23 joined the meeting

Motion: Adopt Resolution #1 to assess a special levy of up to \$1,000,000 for the exterior remediation project.

Moved: Al Benjamin

Second: Ron Clayton

<Carried: 24.68, 1.0, 0.36>

11.0 RESOLUTION #2 – Depreciation Report Exemption:

WHEREAS the Strata Corporation wishes to address legislation requirements as of December 12, 2011 whereby it is a mandatory function for all Strata Corporations to complete a Depreciation Report no later than December 13, 2013 unless exempted;

AND WHEREAS Strata Corporations may exempt themselves of this requirement by Special Resolution at a general meeting by way of a three-quarter vote;

THEREFORE BE IT RESOLVED THAT the Owners of Strata Plan VIS 4810 hereby agree to exempt the Strata Corporation from the requirement to complete a Depreciation Report.

Motion: Adopt Resolution #2 exempting VIS 4810 from the Depreciation Report requirement.

Moved: Nan Lu

Second: Al Benjamin

<Carried: 26.04, 0, 0>

12.0 Approve the budget for fiscal 2022: The Strata Manager presented the draft budget for fiscal 2022. There was a discussion of metering the electricity as well as formalizing a lease for the common space to increase the revenue from the rental of the common property.

Motion: Amend the water sewer budget to \$8,500 annually to reflect the District of Ucluelet billing procedures.

Move: Ron Clayton

Second: Al Benjamin

<Carried>

Motion: Amend the Contingency Reserve Fun contribution so that the strata fees stay the same as the 2021 fiscal

Move: Ron Clayton

Second: Al Benjamin

<Carried>

Motion: Approve the 2022 Operating and Contingency Reserve Fund Budgets as amended.

Moved: Al Benjamin

Second: Nan Lu

<Carried>

13.0 New Business:

13.1 SL 11 Deck request: An Owner requested that the new Strata Council return the common property deck around SL 11 to its original state. The Owner was recommended to submit an alteration request to the new Strata Council to install a barrier between their unit and the adjacent ones.

13.2 Common Space Usage and Rentals: The Owners requested that the new Strata Council negotiate and finalize a lease agreement for the resort to use the strata common property. The lease should include billing for electricity usage of the resort - specifically the laundry and hot tubs.

13.3 Repair Reimbursement: The Owner of SL 01, 12 and 13 shared communications between himself and the previous Council and previous management company regarding needed repairs and maintenance. The Owner requested reimbursement for common property expenses incurred in the 2020/2021 fiscal year. This issue will be referred to the new Strata Council.

- 13.4 SL 1, 12 and 13 Repairs:** The Owner felt that their concerns about scope of repairs was addressed.
- 13.5 Resort Staff Concerns:** The Strata Manager will follow up with the resort personal that concerns about “private” units are to be directed to the Strata Manager.
- 14.0 Election of Council:** The following owners were nominated for Council: Nan Lu, Gwil Roberts, Al Benjamin, Patrick Davis, Ron Clayton and Devon Sockett.
- Motion:** Elect all the Nominees by a majority vote.
Moved: Al Benjamin
Second: Nan Lu
<Carried: >
- The 2022 Strata Council members are: Nan Lu, Gwil Roberts, Al Benjamin, Patrick Davis, Ron Clayton and Devon Sockett.
- 15.0 Adjourn the meeting:** Hearing no further business, Christine Brice adjourned the meeting at 12:47 PM.

Strata Corporation VIS 4810
Strata Council Meeting
Via GoTo Meeting
December 19, 2020 at 1:30 PM

MINUTES

1.0 Call to order: Christine Brice called the meeting to order at 1:32 PM

Present: Nan Lu, Patrick Davis, Devon Sockett, Gwilym Roberts, Ron Clayton and Al Benjamin as well as Christine Brice of Ardent Properties Inc.

2.0 Additions / Approval of Agenda: Remove the financial report.

Motion: Adopt the Agenda as amended.

Moved: Pat Davis

Second: Al Benjamin

Carried

3.0 Election of Officers: The Council discussed the various roles of Council. The following council members were nominated as: Al Benjamin - President, Ron Clayton - Vice President, Patrick Davis - Secretary/Treasurer, Privacy Officer – Nan Lu and Devon Sockett and Gwil Roberts as Members at Large.

Motion: Elect the Officers as nominated.

Moved: Al Benjamin

Second: Nan Lu

Carried

4.0 Business Arising from the Minutes:

4.1 Emergency Repairs: The Council reviewed invoices from Creative Concepts Construction.

Motion: Approve payment of \$49,083.98 to Creative Concepts Construction from the Special Levy Fund for emergency repairs completed in November.

Moved: Al Benjamin

Second: Ron Clayton

Carried

Motion: Approve payment of \$105,405.91 to Creative Concepts Construction from the Special Levy Fund for materials to be used on the Exterior Remediation Project.

Moved: Ron Clayton

Second: Al Benjamin

<Carried: 5, 1, 0>

5.0 New Business:

5.1 Phase 2 Special Levy Repairs:

5.1.1 Creative Concepts Contract: Al explained the premise of a CCDC3 contract. The specific contract with Creative Concepts was reviewed. Owners are encouraged to notify the Strata Manager and Al if they have concerns about work outside of the scope of work or inefficiencies.

5.1.2 Scope of Work: The Council reviewed the scope of work for the Phase 2 remediation project and discussed the way a change order is used.

5.1.3 Schedule of Work: The Council will request a bi-weekly update on the work schedule from Creative Concepts.

5.1.4 Schedule of Accommodation: The Council discussed a process for Owners to have their units used as accommodation for the crew. Ron offered to set up a crew accommodation schedule. Owners who wish to offer their units to the crew should send their information to Ron.

5.1.5 Schedule of Special Levy: The Council discussed extending the payment schedule to six months. There was a discussion about balancing the needs of paying the contractor, the project finishing early and the financial concerns of individual Owners. Owners are recommended to pay the special levy according to the 4 month schedule.

5.1.6 Exterior Paint Colours: The Council reviewed an email from Ashley Campbell with recommendations for an exterior colour scheme. The Strata Manager will follow up with Ashley for a site rendering that will show the buildings in place and the pattern of colours throughout the property.

5.2 Parking Lot: The Council reviewed the lease from the District of Ucluelet. The Council recommended changing the party name to VIS 4810 as well as including a 1st right of refusal renewal term. The Council asked for clarification about terms 6 h and 27. The Council will request that the District include an improvements timeline in the lease and state that they will use the lease payments to make improvements. The lease will be passed to the strata's insurer for review. The Council discussed the length of the lease and agreed to sign the lease, get improvements done and then investigate the options to extend the lease. There was a discussion of excavating through the south end vegetation berm between the strata and He-Tin-Kis Park to improve the disability access to the property. Ron, Darren and Al will arrange for a space for the Creative Concepts site office to be moved off the District property.

6.0 Property Alteration Requests: none to review

7.0 Correspondence:

7.1 Invoice from JS UKKE Construction

8.0 Next Meeting: February 5, 2021 at noon via GoTo Meeting.

9.0 Adjournment: Hearing no further business, the meeting was concluded at 3:43 PM.

Strata Corporation VIS 4810
Strata Council Meeting
Via GoTo Meeting
February 5, 2021 at 12:00 PM

MINUTES

1.0 Call to order: Al Benjamin called the meeting to order at 12:03 PM and asked Christine Brice to chair.

Present: Nan Lu, Patrick Davis, Devon Sockett, Gwil Roberts and Al Benjamin as well as Christine Brice of Ardent Properties Inc.

Regrets: Ron Clayton

2.0 Additions / Approval of Agenda:

Motion: Adopt the Agenda.

Moved: Al Benjamin

Second: Patrick Davis

Carried

3.0 Minutes of the Previous Meeting:

Motion: Adopt the minutes of the November 19, 2020 Council meeting.

Moved: Al Benjamin

Second: Patrick Davis

Carried

Motion: Adopt the minutes of the December 19, 2020 Council meeting.

Moved: Al Benjamin

Second: Patrick Davis

Carried

4.0 Financial Report: The Strata Manager reviewed the December 31, 2020 financial statements. Total cash is \$73,798.73 including \$3,095.68 in the Contingency Reserve fund. Revenue to date is \$137,026.08; including income totalling \$5,825 from the lease of common space. General expenses are \$22,930.42; under budget by \$12,371.77. Building Expenses are \$43,724.02; over budget by \$15,664.12. Grounds Expenses are \$5,727.42; under budget by 15,664.12. Utilities are \$38,502.80; under budget by \$13,517.96. Caretaker Expenses are \$5006.61; under budget by \$3,380.89. \$28,359.91 has been contributed to the Contingency Reserve Fund. \$227,856.56 has been spent from the Special Levy Fund.

Quay Pacific provided additional records after the December financials were completed. Ardent's Accounting department will update this information in the January financial report. Requests for the Parking Lot Special Levy detailed report and the Contingency Reserve Fund payments have not yet been answered

A response from Tamara Nelson of the District of Ucluelet regarding water/sewer utility billing was reviewed.

The Council reviewed an expense tracking sheet for the Special Levy. The next set of invoices from Creative Concepts Construction (CCC) should include an update on the project completion schedule.

Motion: Approve a \$779.10 payment to Studio AE from the Special Levy fund.

Moved: Al Benjamin

Second: Patrick Davis
Carried

5.0 Finished Business:

- 5.1 Annual General Meeting
- 5.2 Phase 1 Emergency Repairs

6.0 Business Arising from the Minutes:

- 6.1 **Phase 2 Special Levy Repairs:** Al and Patrick provided an update on the repair progress. Patrick shared photos from the work to date on Cabins 1 – 3 which have now been reroofed. Remediation on Cabins 1 – 2 are mostly complete. Water ingress investigation into Cabin 3 is upcoming. Scaffold has been moved around Cabins 4 – 7 and their roof repairs are underway. The Contractor has expressed concerns about footings under Cabins 4 – 7. The deck entrances for Cabins 4 – 7 will be removed and replaced. Creative Concepts Construction (CCC) will be directed to remove an old grease trap from the property. The creation of an open air sport equipment rack and bike rack below the main building was discussed.
- 6.2 **District of Ucluelet Parking Lease:** The Council reviewed a revised lease from the District of Ucluelet

Motion: Approve and sign the parking space lease from the District of Ucluelet.
Moved: Al Benjamin
Second: Gwil Roberts
<Carried: >

Al intends to meet with John Towgood to discuss upgrades to the parking space including a timeline for moving the He-Tin-Kis bathrooms and removal of one tree from the main parking lot. The Council will review options for marking parking spots at their next meeting.

- 6.3 **Hydro Meters:** A quote from Albion Electric to install a wireless, banded hydro monitoring system was reviewed. This system will report the individual usage by strata lot and each Owner will be charged for their own usage. The Strata will pay for one installation per strata lot. Units with hot tubs that require an additional monitor will have to install the additional system at their own cost.

Motion: Approve installation of one individual hydro meter per strata lot plus one for the common space/laundry space at the strata corporation's cost.
Moved: Pat Davis
Second: Al Benjamin
Carried

- 6.4 **Exterior Lighting:** Albion Electric has the two exterior motion lights on order for installation.

7.0 New Business:

- 7.1 **Annual General Meeting Items:**
 - 7.1.1 **Common Space Usage:** The Council discussed a draft lease agreement for the commercial use of the common space. A short-term lease will be forwarded to Island Creek Developments for review. There was a discussion about the inclusion of a coin operated laundry and snack vending machines that would be open to all users of the property. Patrick and the Strata Manager will research coin laundry and vending machine options. Al will review

the common spaces to create a separate space for resort residents to have a laundry area.

7.1.2 SL 11 Deck Request: The Council discussed a request to re-install a section of deck. AI will look at the space when meeting on site tomorrow.

7.1.3 Repair Reimbursement: There were no materials for the Council to review.

7.1.4 Bylaw Review: The Council approved approaching Citadel Law for a review of the strata bylaws.

7.2 Preventative Maintenance Schedule: The Strata Manager shared a document for tracking preventative and routine maintenance items. The Council discussed the fire system and whether the buildings can be interconnected and monitored. AI will share information from Telus on internet and monitoring systems. Albion Electric will be asked to investigate whether there are any disabled electrical systems that may be used for a fire safety monitoring equipment.

8.0 Property Alteration Requests: none to review

9.0 Correspondence:

9.1 Capri Insurance Consent Form

10.0 Next Meeting: March 12, 2021 at noon via GoTo Meeting.

11.0 Adjournment: Hearing no further business, the meeting was concluded at 1:28 PM.

Strata Corporation VIS 4810
Strata Council Meeting
Via GoTo Meeting
February 5, 2021 at 12:00 PM

MINUTES

1.0 Call to order: Al Benjamin called the meeting to order at 12:08 PM and asked Christine Brice to chair.

Present: Ron Clayton, Nan Lu, Devon Sockett, Gwil Roberts and Al Benjamin as well as Christine Brice of Ardent Properties Inc.

Regrets: Patrick Davis

2.0 Additions / Approval of Agenda:

Motion: Adopt the Agenda.

Moved: Al Benjamin

Second: Ron Clayton

Carried

3.0 Minutes of the Previous Meeting:

Motion: Adopt the minutes of the February 5, 2020 Council meeting.

Moved: Al Benjamin

Second: Ron Clayton

Carried

4.0 Financial Report: The Strata Manager reviewed the January 31, 2021 financial statements. Total cash is \$53,996.30 including \$5,679.01 in the Contingency Reserve fund and \$21,921.47 in the Special Levy Fund. Revenue to date is \$137,026.08; including income totalling \$5,825 from the lease of common space. General expenses are \$23,863.52; under budget by \$14,648.04. Building Expenses are \$48,306.64; over budget by \$17,695.64. Grounds Expenses are \$7,553.01; over budget by \$643.01. Utilities are \$42,293.52; under budget by \$14,456.48. Caretaker Expenses are \$5006.61; under budget by \$4,143.39. \$30,943.24 has been contributed to the Contingency Reserve Fund. \$228,078.56 has been spent from the Special Levy Fund.

The Strata Council discussed the building expenses that were spent while the strata was under the management of Quay Pacific.

Al Benjamin provided a background on the development of the parking spaces and the professional expenses presented to the strata. The Council reviewed two invoices. The Council recommended that the District of Ucluelet be asked to revisit their invoice as the lease funds were to be put towards improvements. Pat Davis will be asked to forward the August financial statements from Quay Pacific as they list the expenditures for the parking special levy that was approved at the March 10, 2020 Annual General Meeting.

Motion: Approve a \$1,825.69 payment to Herold Engineering from the Operating Budget Exterior budget for the parking expansion project.

Moved: Ron Clayton

Second: Al Benjamin

Carried

The Council reviewed an expense tracking sheet for the Special Levy and the most recent set of invoices from Creative Concepts Construction (CCC). Griffin Painting will

be asked to provide a painting/staining quote. CCC will be asked to provide an updated project completion schedule. It was noted that expenses related to the hydro meter project will be paid from the Operating budget.

Motion: Approve a \$11,398.17 payment to Creative Concepts Construction from the Special Levy fund for the Phase 1 expenses.

Moved: Al Benjamin

Second: Gwil Robert

Carried

Motion: Approve a \$191,474.32 payment to Creative Concepts Construction from the Special Levy fund for the Phase 2 Project expenses.

Moved: Ron Clayton

Second: Al Benjamin

Carried

5.0 Finished Business:

5.1 Additional Exterior Lighting Installed

5.2 Course of Construction Insurance

6.0 Business Arising from the Minutes:

6.1 Phase 2 Special Levy Repairs: Al provided an update on the repair progress; the project is ahead of schedule with work on all 10 cabins underway and painting of the multi-unit buildings about to start, as the weather permits. The Strata Manager shared photos from the work to date. The Strata Manager will request a new schedule from CCC.

The Council discussed some colour options for staining of the fascia. A meeting with the contractor, Kyle Griffin, will be planned for next week.

Pat Davis joined the meeting.

6.2 District of Ucluelet Parking Lease: The District of Ucluelet is processing the lease document. The Council discussed providing compensation to The Cabins for the use of their parking spaces. The Creative Concepts Construction crew will be directed to park in the He-Tin-Kis parking lot.

6.3 Hydro Meters: Albion Electric is installing the wireless, banded hydro monitoring system.

6.4 Common Space Usage: A draft lease was included for the review of Council members. It was noted that the common space lease will not include any parking spots with rent to start on May 1st. The tenant will have to cover the utilities as well as the rent. The Council discussed the possibilities to create a space for guest accessible laundry; the logistics are more difficult than first thought. Future plans to utilize the space under the SL 14 building for Owner storage of sports equipment were discussed.

Qwil Roberts left the meeting.

6.5 SL 11 Deck Request: The Strata Manager met with Avi of Creative Concepts Construction to review the work needed to restore the common property to its original size and location. The Council confirmed this replacement will happen after double checking to make sure that the replacement of the deck will not encroach on District of Ucluelet property.

Devon Sockett left the meeting.

6.6 Bylaw Review: The Council reviewed a template set of bylaws to update the strata's bylaw. There was some discussion around the definition of a resident

opposed to a tenant. The Council wants to ensure that the bylaws allow short term rentals and stays of a longer period. The District of Ucluelet zoning specifies that the property is zoned for short term tourist accommodation and not full-time residency.

- 6.7 Special General Meeting:** A Strata Council meeting will be scheduled for March 26th to review the proposed bylaw changes in more detail as well as revising the budget to reflect the change in hydro expenses. The Council discussed whether it was possible to hold a Special General Meeting as early as April 30, 2021. The timeline for the lawyer to review the final draft of the bylaws will limit the timeline.

7.0 New Business:

7.1 Tree Concern: The Strata Manager will request a proposal for a tree assessment for all trees on the common property. This amount will be added to the draft budget for next year.

7.2 Fibre Optic Upgrade: Telus is completing an upgrade to bring fibre optic cable to the units; replacing the copper lines. AI will follow up and confirm that all the strata lots will be included in this upgrade. AI to send the Telus information to the Strata Manager for circulation to all Owners

8.0 Property Alteration Requests: none to review

9.0 Correspondence:

9.1 Capri Insurance Consent Form

10.0 Next Meeting: March 26, 2021 at noon via GoTo Meeting.

11.0 Adjournment: Hearing no further business, the meeting was concluded at 2:29: PM.

Strata Corporation VIS 4810
Strata Council Meeting
Via GoTo Meeting
March 26, 2021 at 12:00 PM

MINUTES

- 1.0 Call to order:** Al Benjamin called the meeting to order at 12:06 PM and asked Christine Brice to chair.
- Present:** Nan Lu, Patrick Davis, Gwil Roberts, Ron Clayton and Al Benjamin as well as Christine Brice of Ardent Properties Inc.
- Regrets:** Devon Sockett,
- 2.0 Additions / Approval of Agenda:**
- Motion:** Adopt the Agenda.
Moved: Al Benjamin
Second: Gwil Roberts
Carried
- 3.0 Minutes of the Previous Meeting:** Date at the top should read March 12, 2021
- Motion:** Adopt the minutes of the March 12, 2021 Council meeting as amended.
Moved: Al Benjamin
Second: Ron Clayton
Carried
- 4.0 Financial Report:** The Strata Manager reviewed the February 2021 financial statements. Total cash is \$60,665.09 including \$8,262.34 in the Contingency Reserve fund and \$26,033.13 in the Special Levy fund. Revenue to date is \$368,089.24 including \$354,834.99 Special Levy transfer. General expenses are \$5,657.12; over budget by \$2,447.83. Building Expenses are nil; under budget by \$2,550.90. Grounds Expenses are \$517.86; under budget by \$57.97. Utilities are \$10,690.94; over budget by \$5,961.78. Caretaker Expenses are nil; under budget by \$762.50. \$2,590.82 has been contributed to the Contingency Reserve Fund. \$354,834.99 has been spent from the Special Levy Fund.
- The Council reviewed an expense tracking sheet for the Special Levy. Emergency expenses for Phase I are now at \$197,521.30; which exceeds the funds set aside in this budget. So far, Phase II expenses are expected to within the budget.? The Strata Council will hold a Special General Meeting for the Owner to vote on a further special levy of \$250,000 in late April or early May.
- 5.0 Business Arising from the Minutes:**
- 5.1 Phase 2 Special Levy Repairs:** Al provided an update on the repair progress. He was on-site this morning for several hours inspecting the work today. Roofs on Cabins 1- 6 are complete and Griffin Painting has started work on both the cabins and the buildings along Peninsula Road. Photos of the work were shared. Repair work on Strata Lot 8 related to a past insurance claim were discussed.
- 5.2 District of Ucluelet Parking Lease:** The Council reviewed a revised lease from the District of Ucluelet.
- 5.3 Common Space Use Lease:** The Strata Manager will forward a confirmation of the size of the space along with the lease document for Council members to review. The contents, including the laundry machines, are the responsibility of

the tenant. An electrical meter will be installed so that the electricity used in the space is the tenants. It was noted that the lease does not include a parking spot.

- 5.4 **Bylaw Review:** The Council members discussed changes to the bylaw template provided by Citadel Law. Final revisions are to be received by Monday and then they will be sent back to Silvano Todesco for review.
- 5.5 **Electricity Monitoring:** Albion Electric has installed most of the eyedro sensors. The Strata Manager has an introduction to the system booked for next week. A link for each individual Owner to view their usage will be set up. The billing of electricity to individual units will begin once the new bylaws are adopted and the construction is complete.
- 5.6 **2021 Special General Meeting:** A Special General Meeting for Owners to vote on adopting new bylaws, changing the fiscal year end and a special levy for repair work will be scheduled for May 6, 2021 at 1:30 PM.

Devon Sockett joined the call.

6.0 New Business:

- 6.1 **2022.2 budget:** The Council reviewed a draft budget with the fiscal year starting June 1st. The draft will be circulated via email for further comments.
- 6.2 **SL 1, 12 & 13 Request for Compensation:** Ron spoke to a request for compensation for past expenses related to past lack of maintenance.

Ron Clayton left meeting.

The Council recommended approving the request and that funds be allocated in Special Levy be voted on at the Special General Meeting. The Council noted that the repairs these expenses addressed should have been paid from strata funds in the past.

Al Benjamin left the meeting.

- 6.3 **Fibre Optic Upgrade:** Pat spoke about the fibre optic upgrade happening for all strata lots on the property. The service offerings from Telus will be circulated to Owners.

7.0 Next Meeting: Special General Meeting, May 6, 2021 at 1:30 PM via GoTo Meeting.

8.0 Adjournment: Hearing no further business, the meeting was concluded at 1:50 PM.

Strata Corporation VIS 4810

Strata Council Meeting
Via GoTo Meeting
April 23, 2021 at 2:00 PM

MINUTES

1.0 Call to order: Al Benjamin called the meeting to order at 2:06 PM and asked Christine Brice to chair.

Present: Nan Lu, Patrick Davis, Devon Sockett, Gwil Roberts, Ron Clayton and Al Benjamin as well as Christine Brice of Ardent Properties Inc.

2.0 Additions / Approval of Agenda: Add to New Business: R3 Parking lease, Conflict of Interest and hot tubs,

Motion: Adopt the Agenda as amended

Moved: Al Benjamin

Second: Ron Clayton

Carried

3.0 Minutes of the Previous Meeting: It was agreed to amend item 4.0 by removing "\$250,000 in late April" from the last line of the financial report.

Motion: Adopt the minutes of the March 26, 2021 Council meeting as amended.

Moved: Gwil Roberts

Second: Devon Sockett

Carried

4.0 Business Arising from the Minutes:

4.1 Phase 2 Special Levy Repairs: The Council reviewed the latest invoices from Creative Concepts Construction. The budget for the remediation project is now over budget. The work completed to date was discussed. The Council discussed what the steps and priorities moving forward should be. Al estimates that an additional \$500,000 will be required to complete the full scope of work.

Motion: Whereas an additional \$500,000 of work is anticipated and work to date has not been tackled in a priority sequence call and structural elements are undone; there is a call to stop the work and have an inspection by a third party contractor.

Moved: Gwil Roberts

Second: Devon Sockett

Defeated: 3, 3 President breaks the tie.

The Council discussed ways to make everyone feel more comfortable with the work done to date and the quality of the work completed. Strata Manager will follow up with Herold Engineering about availability to walk around with Council members to look at the quality of the work completed to date. It was noted that Scott Riddell and Avi Gilbertson should be included to differentiate between work done on behalf of Owners and on behalf of the Strata Corporation. The Special General Meeting on May 6, 2021 is scheduled to approve further funds for the project.

Devon requested that the minutes record that Island Creek Developments intends to put units up for sale on June 1st.

Motion: That the waterside railings be stained a semi natural colour rather than painted black.

Moved: Gwil Roberts
Second: Devon Sockett

It was agreed to table the motion while a report is prepared by Griffin Painting and circulated to the Council.

Kyle Griffin will be asked to pause the water side railings and provide for his input and a cost to stain or paint brown.

There was a discussion of who is completing the interior repairs and who is paying for interior work. Creative Concepts Construction has completed interior repairs only if the interior repair is related to water ingress from the exterior. Island Creek Developments is paying for their betterments and interior work separate, organized with Scott Riddell who is on-site. The Griffin Painting crew is a separate contract and there is no transportation being paid to them. Island Creek Developments offered to provide any invoices for work done on their behalf to Council members. Ron also offered the same.

- 4.2 District of Ucluelet Parking Lease:** Ron Clayton mentioned that the Strata needs to press the District of Ucluelet to finalize the lease document. Al spoke to John Twogood at the District of Ucluelet about the timeline for the lease to be finalized. The District stated that they will make the improvements to the Hi-Tin-Kis parking lot. Al, Ron and Nan will form a parking committee and will review the District's obligation for the upgrade costs for the Special General Meeting on May 6, 2021. It was noted that committee members do not have to be Council members. The Strata Manager will send the parking lot invoices from District of Ucluelet to the committee. A plan for dumpsters on the strata's property will need to be developed.

Ron Clayton left the meeting.

- 4.3 2021 Special General Meeting:** The Council discussed the agenda package circulated April 15th. It was agreed to create a Resolution #4 with the separate Schedule C. Nan will circulate an amendment to Resolution #3 to the Council for their approval. Bylaw EW34323 will be reviewed as it includes the minutes of the March 3, 2004 Annual General Meeting and there was confusion about what specific bylaw is proposed to be repealed. The Council discussed whether the amount of the Special Levy to be approved should be amended now or at another Special General Meeting in late May. It was decided to get a break down from Avi on what the expected costs still to come are.
- 4.4 Fibre Optics:** Telus will provide the hardware for the fibre optic upgrade but expects the strata to provide the installation. The Council discussed the installation and whether it would be a strata cost or just those Owners who want fibre optic service will pay for it. Al will follow up with Albion Electric for a price to do the installation.

5.0 New Business:

- 5.1 Strata Association Membership:** The Council discussed the benefits of having the support of an association like the Condominium and Home Owners Association (CHOA).

Motion: Join CHOA
Moved: Gwil Roberts
Second: Nan Lu
Carried

Ardent Properties Inc.
371 Frankly Street
Nanaimo, BC V9R 2X5

Ph. 250 753 0881
Fax: 250 753 5451
www.ardentproperties.com

- 5.2 R3 Parking lease:** It was agreed to circulate the lease among the five Council members for their feedback before responding to Ron Clayton.

Ron Clayton re-joined the meeting and apologized that a family matter would take him away.
Ron Clayton left the meeting.

- 5.3 Hot tubs:** It was agreed to table this item to the next meeting.

Al Benjamin and Pat Davies left the meeting.

- 6.0 Common Space Lease:** The Council discussed the proposed lease for the common space to Island Creek Developments. There was a discussion about whether CAM would be appropriate to add to the lease. There are two common space closets used by the resort operations that should be included in the lease. The Council members agreed that the lease should include compensation for the building signage. The lease should be back dated to the assumption of the resort by Island Creek Developments. A revised document will be emailed back to Island Creek Developments.

- 7.0 Next Meeting:** Special General Meeting, May 6, 2021 at 1:30 PM via GoTo Meeting.

- 8.0 Adjournment:** Hearing no further business, the meeting was concluded at 5:17 PM.

Strata Plan VIS 4810 – Terrace Beach
Special General Meeting
Via GoTo Meeting

1.0 Call to order, certify proxies, issue voting cards and attendance: Al Benjamin called the meeting to order at 1:30 PM on May 6, 2021.

Motion: Christine Brice to chair the meeting.

Moved: Al Benjamin

Second: Ron Clayton

<Carried>

2.0 Determination of quorum: At the time the meeting was called to order there were 25.04 eligible votes represented in person and 1 by proxy for a total of 26.04. The quorum for this meeting was 8.59, accordingly, the meeting was eligible to proceed.

3.0 Proof of Notice: The Agenda package was mailed and emailed to the owners on April 15, 2021 satisfying the two week notice requirement.

4.0 Approve the Agenda:

Motion: Approve the Agenda

Moved: Al Benjamin

Second: Pat Davis

<Carried>

5.0 Minutes of the last General Meeting:

Motion: Approve the minutes of the December 19, 2020 Annual General Meeting.

Moved: Al Benjamin

Second: Ron Clayton

<Carried>

6.0 RESOLUTION #1 – Repeal and Adopt New Bylaws

WHEREAS The Owners, Strata Plan No. V1S 4810 (the “Strata Corporation”) wish to amend the bylaws of the Strata Corporation pursuant to the Strata Property Act, Section 128;

THEREFORE BE IT RESOLVED by $\frac{3}{4}$ vote of the Owners of Strata Corporation VIS 4810 pursuant to Section 128 of the Strata Property Act, to amend the bylaws as stated below:

1. repeal previous bylaws and rules registered at the Land Title Office before May 6, 2021, specifically:
 - a. EN52207 registered June 15, 1999,
 - b. EW34323 registered March 25, 2004,
 - c. FB403345 registered March 8, 2011,
 - d. CA5073754 registered March 30, 2016,
 - e. CA7400111 registered March 18, 2019.
2. adopt Bylaws as set out in Schedule A

3. Bylaws FB156916 registered March 25, 2008, FB156915 registered March 25, 2008 and FB317721 registered December 17, 2009 are to remain in effect.

Motion: Adopt Resolution #1 repeal specific previous bylaws and rules and adopt new bylaws as set out in Schedule A.

Moved: Al Benjamin

Second: Pat Davis

<Carried: 26.04, 0, 0>

Discussion: An Owner requested that the minutes state the repeal of Bylaw EW34323 does not void the minutes of the March 4, 2004 General Meeting that were included with the Form I registered at Land Titles.

7.0 RESOLUTION #2 – Change of Fiscal Year – May 31

WHEREAS:

A. The Strata Corporation wishes to change its fiscal year end

B. In order to change the fiscal year end, section 102(1) of the *Strata Property Act* requires the Strata Corporation to pass a $\frac{3}{4}$ vote at an annual or special general meeting.

THEREFORE, BE IT RESOLVED, in accordance with section 102(1) of the *Strata Property Act*, by a $\frac{3}{4}$ vote of the Strata Corporation at a duly convened special general meeting held on May 6, 2021, that the fiscal year end for the Strata Corporation VIS 4810 shall be May 31.

Discussion: The Owners discussed legal and financial repercussions of changing the fiscal year. It was agreed that further research was required and that the Strata Council will revisit the proposed budget before bringing it back to Owners at a future general meeting.

Motion: Adopt Resolution #2 to change the fiscal year.

Moved: Nan Lu

Second: Al Benjamin

<Defeated: 0, 26.04, 0 >

8.0 Resolution #3: Phase 1 and Phase II Repair Special Levy Resolution

PREAMBLE:

WHEREAS the Strata Corporation has received a Building Inspection Report from Creative Concepts Construction outlining recommended and necessary repairs and replacements for the common property ("**The Exterior Remediation Project**"); and

WHEREAS the Strata Corporation has a duty to repair and maintain the common property as required in the *Strata Property Act*;

AND WHEREAS repairs for the portion of the work referred to as "Phase 1" have exceeded the funds approved the Stata Corporation and more funds are required to complete all repairs necessary for the safety and security of all users of the strata property;

BE IT THEREFORE RESOLVED as a $\frac{3}{4}$ vote resolution of the Owners, Strata Plan VIS 4810, (the "Strata Corporation"), that:

- 1) A sum of money not exceeding \$250,000 (including tax), be raised by special levy upon the registered Owners in proportion to unit entitlement of their respective strata lots, for the amount shown opposite the strata lot on Schedule "B" attached.
- 2) The Special Levy shall be spent for the purpose of completing **The Exterior Remediation Project** including, but not limited to, both Phase 1 and Phase II repairs listed in the Creative Concepts Construction Report and any other building repairs, replacements or maintenance deemed necessary or required in the view of any other contractor, engineer, building code consultant or other similar type of professional retained by the Strata Corporation; and including repairs completed to Strata Lots 12 and 13 as listed in Schedule "C" attached.
- 3) The special levy will be used for all related costs associated with **The Exterior Remediation Project** including, but not limited to, contract management, permits, design drawings and specifications, quotes, quality assurance, warranty, insurance, consultants, labour, materials, administration, accommodation, taxes and fees.
- 4) In the event that the actual cost of the proposed project is less than the special levy amount, monies will be refunded or reallocated subject to Sections 108(5) and (6) of the *Strata Property Act*, which read as follows:
 - (5) *If the money collected exceeds the amount required, or for any other reason is not fully used for the purpose set out in the resolution, the strata corporation must pay to each owner of a strata lot the portion of the unused amount of the special levy that is proportional to the contribution made to the special levy in respect of that strata lot.*
 - (6) *Despite subsection (5), if no owner is entitled to receive more than \$100 in total under subsection (5), the strata corporation may deposit the excess in the contingency reserve fund.*
- 6) Interest earned on funds raised pursuant to this resolution will be allocated to the Special Levy Fund.
- 7) This special levy of \$250,000 (amount that Owners will be levied per (1) above) shall be assessed on May 6, 2021, and shall become due and payable in full immediately on the passing of this resolution by the registered Owners on title as at the end of that day. Any owner who wishes to sell, convey or transfer his / her title, or remortgage, must pay the special levy in full before a "Form F – Certificate of Full Payment" can be issued pursuant to Section 115 of the *Strata Property Act*.
- 8) Any owner who fails to make any payment(s) in accordance with this resolution may be assessed a fine per the Strata Corporation Bylaws, and / or interest at a rate of up to 10% per annum compounded annually and charged on a monthly basis. Sections 116, 117 and 118 of the *Strata*
- 9) The *Strata Property Act* shall be applicable where an owner fails to make the required payment as authorized by the passing of this 3/4 vote.

Schedule B

ARDENT PROPERTIES INC.
Terrace Beach Strata Plan VIS 4810
FOR THE FISCAL YEAR : 2022

Schedule B
Exterior Remediation Project

Special Levy
amount \$ 250,000.00

06-May-21

Strata	Unit	Strata Plan	Bylaw	
Lot #	number	Unit	Unit	Special
		Entitlement	Entitlement	Levy
1	0	2766	2766	\$ 7,147.43
2	0	2704	2704	\$ 6,987.22
3	0	5409	5409	\$ 13,977.03
4	0	5409	5409	\$ 13,977.03
5	0	4548	4548	\$ 11,752.18
6	0	4425	4425	\$ 11,434.34
7	0	5040	5040	\$ 13,023.53
8	0	7068	7068	\$ 18,263.94
9	0	2889	2889	\$ 7,465.27
10	0	2889	2889	\$ 7,465.27
11	0	1045	1045	\$ 2,700.31
12	0	5286	5286	\$ 13,659.20
13	0	5716	5716	\$ 14,770.33
14	0	14751	15293	\$ 39,517.61
15	0	1905	1905	\$ 4,922.58
16	0	3012	3012	\$ 7,783.11
17	0	2704	2704	\$ 6,987.22
18	0	1967	1967	\$ 5,082.79
19	0	1844	1844	\$ 4,764.96
20	0	2643	2643	\$ 6,829.60
21	0	3135	3135	\$ 8,100.94
22	0	2643	2643	\$ 6,829.60
23	0	1414	1491	\$ 3,852.79
24	0	3073	3073	\$ 7,940.73
25	0	1844	1844	\$ 4,764.96
		96129	96748	\$ 250,000.00

Schedule C

Claim 1

I am requesting compensation in the sum of \$ 861.00 from the Strata Corp. Please review the report and related invoice and cost for repairs to strata lot 12.

Claim 2

I am requesting the immediate compensation in the sum of \$ 3,671.25 from the Strata Corp. Please review the report and related attached invoices and cost for repairs to strata lot 12.

Claim 3

I am requesting compensation, reference Claim 03 in the sum of \$ 2,520.57 from the Strata Corp. Please find related invoices and Reports of damage caused to strata lot 13
Total of \$7,052.82

Thank you,
Ron Clayton
Owner Strata Lot 1. 12. & 13 Strata Plan VIS 4810

Motion: Remove the “and including repairs completed to Strata Lots 12 and SL 13 as listed in Schedule C attached”.

Moved: Nan Lu

Second: Chris Pedrick

<Defeated: 2.36, 20.68, 3>

Motion: Adopt Resolution #3 to approve a special levy of \$250,000.

Moved: Al Benjamin

Second: Ron Clayton

<Carried: 23.68, 2, 0.36>

Discussion: An Owner stated that they were in agreement with “The Exterior Remediation Project” however had concerns that the resolution is written in the exact same wording as the first levy for “The Exterior Remediation Project.” Thus, it sets no limits on where the funds may be spent because the term necessary is not clearly defined and is therefore subjective. They wished that it be noted that the money requested in this resolution has already been spent Another Owner raised concerns that the wording of the special levy resolution is too open ended and does not focus solely on repairs to ensure safety and security.

Others noted the remediation project, as outlined in the Creative Concepts Construction scope of work, has always included the painting of all units as well as roofing. There are complexities in organizing the various out of town crews on-site and utilizing the scaffolding in the most cost-effective way. In the current construction market, delaying upgrades will be much more expensive as the cost of materials, in particular lumber, are rising. Another Owner relayed his experience with the remediation to date and expressed his satisfaction with the crew, the quality of the work and his trust that future work for units yet to be started will be completed in the same fashion. He offered to send a list of his expenses to date, including lost rental revenue, to Owners.

There was a discussion about whether the compensation to SL 12 and SL 13 should be included in the same resolution. It was noted that all Owners will have remediation work completed on their units using funds from the Special Levy; the specific inclusion of SL 12 and 13 was to acknowledge historical issues that were not addressed by the Strata Corporation in the past and are not included in the Creative Concepts Construction scope of work.

9.0 Resolution #4: Depreciation Report Contingency Reserve Expense

WHEREAS the Strata Corporation wishes to address legislation requirements as of December 12, 2011 whereby it is a mandatory function for all Strata Corporations to complete a Depreciation Report no later than December 13, 2013 unless exempted;

AND WHEREAS VIS 4810 has not completed a Depreciation Report and one is now due;

THEREFORE BE IT RESOLVED THAT the Owners of Strata Plan VIS 4810 hereby approve an expenditure from the Contingency Reserve Fund up to \$7,000 for the completion of a Depreciation Report.

Motion: Adopt Resolution #4 to approve an expenditure of up to \$7,000 from the Contingency Reserve Fund for a Depreciation Report.

Moved: Al Benjamin

Second: Ron Clayton

<Carried: 26.04, 0, 0>

10.0 Approve the budget for fiscal 2022.2: As Resolution #2 was defeated, this item was not presented.

11.0 New Business: No new business to discuss.

12.0 Adjourn the meeting: Hearing no further business, Christine Brice adjourned the meeting at 2:52 PM.

Schedule A – new bylaws
THE OWNERS, STRATA PLAN VIS 4810
TERRACE BEACH
BYLAWS

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1. DEFINITIONS

- (1) Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act, S.B.C. 1998, c. 43 and amendments thereto (the “Act”)*. For the purposes of these Bylaws:
- a. **“Alteration”** includes, but is not limited to, any changes or additions to any component of a strata lot or common property, any renovations, remediation, repairs or the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
 - b. **“Bylaw(s)”** means the bylaws of the Strata Corporation;
 - c. **“Chargebacks”** means any and all costs incurred by the Strata Corporation to fulfill, make whole, rectify, remedy, investigate a real or suspected breach of a duty, obligation, act, failure to act or event for which an owner is responsible (whether intentional or unintended, foreseeable or unforeseen, anticipated or not caused by the owner or another party) or as a result of any event giving rise to loss or damage for which an owner is responsible (the “Event”), whether or not a court or tribunal of competent jurisdiction has pronounced judgment on the Event including, but not limited to:
 - i. fines;
 - ii. interest on Chargebacks as defined herein;
 - iii. late fees;
 - iv. non-sufficient funds penalties;
 - v. the costs charged by a contractor/inspector/expert to re-attend a strata lot because and owner has failed to provide **access**;
 - vi. costs incurred to investigate and/or remedy any Event in relation to common property, limited common property or the strata lot including but not limited to expert reports, investigative procedure, geotechnical or auditory testing, plumber, electrician or any other expert or contractor cost, any professional fees or other third party costs in which the Strata Corporation, acting reasonably believes the owner has been culpable for the costs incurred by the Strata Corporation, and those costs were not incurred in the best interests and for the direct benefit of all of the owners;
 - vii. legal costs/fees on a full indemnity basis to enforce and/or obtain judgment for any Chargeback or cost incurred by the Strata Corporation, as defined herein or otherwise, as against the owner;
 - viii. any money expended, including for legal costs/fees on a full indemnity basis for the purpose of remedying a contravention under section 133 of the Act;

- ix. any money expended, including for legal costs/fees on a full indemnity basis for the purpose of enforcing bylaws and rules under sections 129 and 130 of the Act;
 - x. insurance deductibles forming the responsibility of an owner under the Act or these bylaws; or
 - xi. any other expense incurred at the request or demand of a strata lot owner, or by agreement between the owner and the Strata Corporation, that the Strata Corporation subsequently holds the owner responsible to pay under the Act, indemnity agreement, alteration agreement and/or under these Bylaws;
- d. **“Commercial Tourist Accommodation”** as defined and regulated by the District of Ucluelet
 - e. **“Council”** means the Strata Corporation’s strata council and its members;
 - f. **Family & Family Member”** means a member of an owner’s immediate family as defined in section 8.1 of the *Strata Property Regulation* (the “Regulation”),
 - g. **“Legal Costs”** means the total of all legal fees, taxes and disbursements;
 - h. **“Regulation”** means the *Strata Property Regulation* BC Reg. 117/2020 and amendments thereto;
 - i. **“Resident(s)”** means collectively, owners, tenants, guests, occupants and Spouse of an Owner;
 - j. **“Rule(s)”** means the rules of the Strata Corporation;
 - k. **“Spouse of an Owner”** includes, but is not limited to, an individual who has lived with an owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship; and
 - l. **“Strata Corporation”** means the Owners, Strata Plan VIS 4810
 - m. **“Short Term Accommodations”** means any occupation by a person, persons or business of the Strata Lot of a period shorter than 30 days, pursuant to the District of Ucluelet Commercial Tourist Accommodation zoning.
- (2) The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

2. PAYMENT OF STRATA FEES & OTHER COSTS

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (3) If an owner is late paying for their strata fees or special levies, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (4) The interest payable on a late payment of strata fees or a special levy is not a fine and shall form part of the strata fees for the purposes of section 107 and 116 of the Act.

- (5) An owner must reimburse the Strata Corporation for all Chargebacks. The Council must add all Chargebacks to the monthly strata statement for the strata lot of owner which shall be due and payable together with the strata fees for the strata lot in the next month after which the Chargebacks were incurred.
- (6) For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Bylaws or the Rules shall be interpreted to include, but not limited to, Legal Costs and other related expenses on a full indemnity basis.
- (7) Any costs and charges incurred on behalf of the Strata Corporation due to non-sufficient funds from the owner will be charged directly back to the owner.

3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under the Bylaws.
- (3) An owner:
 - a. must not allow a strata lot to become untidy or unsanitary;
 - b. who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws; and
 - c. who has the use of a balcony, patio or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible to ensure it does not become untidy or unsanitary and for all regular maintenance of such balcony, patio or roof deck (including the cleaning of the surface of the balcony, patio or roof deck and associated railings, as well as the removal of debris from any associated drains).

4. USE OF PROPERTY

- (1) A Resident or visitor must not use a strata lot, common property, limited common property or common assets in a way that
 - a. causes a nuisance or hazard to another person;
 - b. causes unreasonable noise;
 - c. unreasonably interferes with the rights of other persons to use and enjoy the common property, limited common property, common assets or another strata lot;
 - d. is illegal or otherwise contrary to any applicable laws (including the provisions, rules, regulations, or ordinances of any statute or building codes, whether federal, provincial or any municipal bylaws); or
 - e. is contrary to a purpose for which the strata lot or common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot

which the Strata Corporation must repair and maintain under the Bylaws or insure under Section 149 of the Act.

(3) A Resident MUST NOT:

- a. use a strata lot for any purpose which creates undue traffic or noise in or about the strata lot or common property between the hours of 10:30 PM and 8 AM or which that encourages loitering by persons in or about the strata lot or common property;
- b. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Resident;
- c. use a musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance that it interferes with the comfort of any Resident;
- d. obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- e. leave any personal property on the common property or any limited common property unless authorized by these Bylaws;
- f. use a barbecue, hibachi or other similar cooking devices on a balcony, deck or patio unless such a barbecue, hibachi or similar cooking device is fueled by propane, natural gas or electricity and for greater certainty open flame appliances including but not limited to fire pits, heaters and/or burners are prohibited
- g. shake any mops or dusters of any kind or throw any refuse out of the windows or doors or from the balcony of a strata lot;
- h. do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- i. permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply;
- j. feed any wildlife from a strata lot or anywhere on or near the common property or any limited common property but this Bylaw does not apply to pet permitted to be kept in a strata lot pursuant to the Bylaws, but the pet must be fed inside a strata lot;
- k. all window coverings, visible from the exterior of a strata lot must be white, beige or similar neutral colour with the permission of the Strata Council.
- l. hang or display laundry, clothing, bedding or other articles from windows, balconies or other parts of the building such that they are visible from the outside of the building;
- m. use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, supplementary heating or air-conditioning devices, except those installations approved in writing by the Council;
- n. erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or any fixtures or structures that would puncture the building envelope or any of the building's membranes;
- o. place any objects on any deck, patio or balcony except:

- i. freestanding, self-contained planter boxes on stands that allow airflow underneath the planter;
 - ii. barbecues; or
 - iii. summer furniture and accessories;
- p. give any keys, combinations, security cards or other means of access to the common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by the Bylaws;
- q. reside in a strata lot without valid homeowner's or tenant's insurance in place to insure against loss or damage to any improvements within the strata lot, personal items and to cover the costs of any insurance deductibles that may be payable by the Resident under the Bylaws or the Act;
- r. perform any mechanical repairs to motor vehicles, boats, or equipment in their assigned parking area or on the common property; or
- s. allow vehicles to leak any fuels or other fluids or substances onto common property or limited common property and any Resident shall be liable for any costs incurred for clean up or damage due to such spillage; and

5. PET RESTRICTIONS

- (1) A Resident or visitor must not keep any pets on a strata lot, other than the following:
 - a. One cat;
 - b. Two dogs;
 - c. A reasonable number of fish or other small aquarium animals in an aquarium that is no more than 25 gallons;
 - d. a reasonable number of small, caged mammals;
 - e. up to 2 small, caged birds; and
 - f. Pets other than the ones listed in this Bylaw but only if the Resident has received prior written approval of the Council.
- (2) A Resident must ensure that all animals are leashed or otherwise secured when on common property or on land that is a common asset.
- (3) All litter and/or waste caused by pets must be removed immediately by the Resident from the common property, limited common property or another strata lot.
- (4) A Resident is responsible for damage and disruption, including noise, created by their pets or pets of their guests.
- (5) The Strata Corporation retains the discretion to deem any pet that bites, attacks, chases, or injures another pet, wildlife or person as an aggressive animal and must be removed within 7 days of receipt of a written request by the Council.
- (6) A Resident shall not keep any animal on their strata lot, on common property or limited common property after notice has been given by the Council to remove it.
- (7) Any pet kept by a Resident of a strata lot (greater than 30 days) shall be registered with the Strata Corporation. A "Pet Registration Form" signed by the Resident recording the

name, breed, sex, and colour of the pet and the strata lot number where the pet is kept to be registered with the Strata Corporation.

- (8) Subsection (1) will not apply where it conflicts with the provisions of the *Guide Dog and Service Dog Act*.

6. ELECTRICAL USER FEE

- (1) The Strata Corporation or its agent will calculate the amount of electricity consumed by each strata lot on a every other month basis and invoice each Strata Lot for said consumption. All hydro bills are to be paid within 30 days from billing. All collection fees that apply to strata fees apply to electrical utility invoices.

7. INFORM STRATA CORPORATION

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the names of all owners listed on title for the strata lot, the names of any occupants, the strata lot number and mailing address outside the strata plan, if any. It is the owner's responsibility to inform the Strata Corporation of any changes in contact information forthwith.
- (2) An owner must provide the Strata Corporation with emergency contact information within 2 weeks of purchasing a strata lot, which lists:
- a. their email address;
 - b. at least one emergency contact name, their phone number and email address;
 - c. names of all residents living in the strata lot;
 - d. the make model and license plate number of vehicles related to the strata lot; and
 - e. list of all pets and description of same.
 - f. The contact information for any rental management company. If the strata lot is to be used as a short-term accommodation notifying the Strata Corporation of any guest information is not required.
- (3) If a rental greater than 30 days occurs the Strata Corporation will require an owner to inform the Strata Corporation of:
- a. the name of their tenant(s) and the names of the persons occupying the strata lot with the tenant(s) and the tenant/occupant's emergency contact information within 2 weeks of the tenancy commencing; and
 - b. any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
- (4) The Tenant's Responsibilities Form K must be submitted to the Strata Corporation within two weeks of occupancy.
- (5) Any change in an owner's mailing address provided under subsection (1) must be provided to the Strata Corporation in writing.
- (6) The Tenant's Responsibilities Form K must be submitted to the Strata Corporation within two weeks of occupancy.
- (7) Any change in an owner's mailing address provided under subsection (1) must be

provided to the Strata Corporation in writing.

- (8) Rentals of greater than 30 days are only permitted if they are within the allowable uses listed in the applicable District of Ucluelet Zoning Bylaw.

8. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- (1) An owner must obtain the written approval of the Strata Corporation before making any Alterations to a strata lot including any Alterations 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. common property located within the boundaries of a strata lot;
 - g. any interior or exterior strata lot wall, whether structural or not;
 - h. any Alterations requiring a permit in accordance with the District/City's building bylaws or Technical Safety BC;
 - i. limited common property;
 - j. those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - k. flooring; and
 - l. wiring, plumbing, piping, heating, air conditioning and other services.
- (2) The Strata Corporation must not unreasonably withhold its approval under this Bylaw but may require as a condition of its approval that the owner agree, in writing, to:
- a. provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council if the Alterations involve relocation of common property or limited common property;
 - b. provide copies of any development permits, building permits or any other permits required by law issued to the owner or the owner's contractor by the District of Ucluelet or other legal authority prior to the commencement of any work;
 - c. agree, in writing, that all alterations shall be done in accordance with the designer plans approved by the Council or its duly authorized representatives and that any changes during the Alterations be brought to the attention of the duly authorized representative for approval or referral to the Council;
 - d. enter into a written agreement to take responsibility for any expenses relating to the Alterations, including loss or damage to common or limited common property or common assets of the corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the Alterations (the "Indemnity Agreement"); and

- e. the Indemnity Agreement must be included in and form part of any Contract of Purchase and Sale for the strata lot so that subsequent owners enjoying the benefits of any Alterations are bound by the terms of the Indemnity Agreement.
- (3) Unless otherwise specified by the Strata Corporation, if Alterations to a strata lot, common property or limited common property do not begin within 90 days of receipt of written approval, the approval automatically expires.
- (4) Approved Alterations to a strata lot, common property or limited common property must be completed in a timely manner and the Council reserves the right to impose fines on any owner who has not, after written warning by the Council, completed the approved Alterations in a timely manner.
- (5) Noise generating Alterations to a strata lot, common property and limited common property which do not need to be carried out immediately to ensure safety or to prevent significant loss or damage may be performed on weekdays between 8:00 AM and 5:00 PM and on Saturdays between 10:00 AM and 5:00 PM, but not on Sundays or statutory holidays.
- (6) An owner will ensure that all work relating to the Alterations follow all applicable building codes statutes and all applicable legislation in force at the time the Alterations are completed. All plumbing, electrical or gas work requiring a permit must be performed by a qualified licensed contractor.
- (7) Only qualified, licensed and insured professionals/contractors are to be employed to complete any work related to any Alterations and contact information for all contractors and subcontractors must be provided to the Council before work commences.
- (8) The owner must provide proof of insurance coverage and WorkSafe BC coverage for each contractor/trade performing the Alterations at least 7 days before work commences.
- (9) All hardwood covering, including but not limited to hard or soft wood, floating floors, ceramic/granite/limestone tiles, cork flooring or stone flooring must meet or exceed the Sound Transmission Class (STC) and Impact Insulation Class (IIC) ratings listed in the most current British Columbia Building Code.
- (10) Any Alterations that are completed without written approval of the Strata Corporation must be repaired or removed at the owner's sole expense upon request by the Council.

9. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- (1) An owner must obtain the written approval of the Strata Corporation before making any Alterations to common property, including limited common property, or common assets of the Strata Corporation.
- (2) The Strata Corporation must put to a three-quarter vote of all strata lot owners present in person or proxy at an Annual or Special General Meeting any Alterations requested by an owner that pursuant to section 71 of the Act seeks to significantly alter or change:
 - a. common property or common assets located within or outside the boundaries of a strata lot;
 - b. those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - c. the use or appearance of the common property; or

- d. common property in such a way that would allow an owner exclusive use and enjoyment of the common property to the exclusion of all other owners.
- (3) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to:
- a. provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council;
 - b. provide copies of any Development and Building permits issued to the owner or the owner's contractors by the District of Ucluelet before proceeding with the Alterations; and
 - c. provide a performance bond or damage deposit in an amount determined by the Council in accordance with the scope of the proposed Alterations, such bond to be returned upon satisfactory completion of the work;
 - d. enter into a written agreement to take responsibility for any expenses relating to the Alterations, including loss or damage to common or limited common property or common assets of the corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the Alterations (the "Indemnity Agreement"); and
 - e. the Indemnity Agreement must be included in and form part of any Contract of Purchase and Sale for the strata lot so that subsequent owners enjoying the benefits of any Alterations are bound by the terms of the Indemnity Agreement.
- (4) Where Alterations will or may affect any part of the building envelope, the owner will hire a practicing BC professional engineer building envelope specialist approved by the Council before Alterations begin to any part of the building envelope to endorse all work completed on the building envelope and to ensure that none of the work completed would invalidate or compromise any active warranty on the building envelope.
- (5) An owner will ensure that all work relating to the Alterations are in compliance with plumbing codes, building codes statutes and all applicable legislation in force at the time the alteration/renovations are completed.
- (6) Only qualified, licensed and insured professionals/contractors are to be employed to complete any work related to any Alterations and contact information for all contractors and subcontractors must be provided to the Council before work commences.
- (7) It is an owner's responsibility to ensure that:
- a. all construction debris and/or materials will be removed promptly;
 - b. the common areas used by any contractor and their trades are protected with drop cloths and/or other protective materials to protect common property areas used by the contractor or their trades; and
 - c. any damage caused by or debris left by contractors or their trades is immediately repaired/cleaned up.
- (8) An owner must ensure that the Alterations are only performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday and 10:00 AM to 5:00 PM on Saturdays but not on Sundays or statutory holidays.

- (9) Prior to commencement of the Alterations, an owner must provide the Council with the name, address, phone number of all contractors and subcontractors working within the Strata Corporation.
- (10) In the event of any emergency, as declared by the Council, Alterations, the Council reserves the right to take all appropriate action to deal with the emergency and any costs so incurred by the Strata Corporation will be added to the owner's common expense account.
- (11) The owner of strata lot receiving the benefit of an Alterations to common property, limited common property or common assets must, for so long as they remain an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly of the Alterations to common property, limited common property or common assets.
- (12) The owner and any subsequent owners on title who receives the benefit of any Alterations, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising of or in any manner attributable to the Alterations. Any costs or expenses incurred by the Strata Corporation as a result of such claims or demands will be the responsibility of the owner of the strata lot who has benefited from the Alterations and the said costs or expenses incurred must be charge to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses were incurred but not necessarily paid by the Strata Corporation and shall become due and payable on the due date of payment of monthly strata fees.
- (13) Any Alterations to common property, limited common property or common assets made by an owner without the written approval of the Strata Corporation or in contravention of this Bylaw must be repaired or removed at the owner's sole expense.

10. PERMIT ENTRY TO STRATA LOT

- (1) A Resident or visitor must allow a person authorized by the Strata Corporation to enter a strata lot:
 - a. in an emergency, without notice, to ensure safety or prevent significant loss or damage,
 - b. at a reasonable time, on at least 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 the Bylaws or insure under section 149 of the Act; and
 - c. at a reasonable time, on at least 48 hours' written notice, to investigate whether there are any violations of the Bylaws or the Rules within the strata lot.
- (2) The notice referred to in subsections (1)(b) and (c) must include the date and approximate time of entry and the reason for entry; this notice will be sent electronically to the email address provided by the Owner.
- (3) If the authorization cannot be obtained, then the person authorized by the Strata

Corporation to enter the strata lot may do so by using reasonable force on the locking devices.

- (4) If access to a strata lot is not provided in accordance with this Bylaw, the owner will be responsible for:
- a. all costs of forced entry incurred by the Strata Corporation if the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - b. the replacement of the locking device and any resulting damage to the door and door frame; and
 - c. all costs incurred by the Strata Corporation in respect of contractors who must re-attend at the building to access the strata lot.

11. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- (1) The Strata Corporation must repair and maintain all of the following:
- a. common assets of the Strata Corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain it is restricted to
 - i. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii. the following, no matter how often the repair or maintenance ordinarily occurs:
 - (1) the structure of a building;
 - (2) the exterior of a building;
 - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (4) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (5) fences, railings and similar structures that enclose patios, balconies and yards;
 - d. a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - i. the structure of a building,
 - ii. the exterior of a building,
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property, and
 - v. fences, railings and similar structures that enclose patios, balconies and yards.

12. COUNCIL SIZE & ELIGIBILITY

- (1) The Council must be comprised of at least 3 and not more than 7 members.
- (2) The only persons who are eligible to be Council members are the following:
 - a. owners or a Spouse of an Owner, but not both in respect of the same strata lot;
 - b. an individual representing corporate owners;
 - c. tenants, who under Section 147 or 148 of the Act, have been assigned a landlord's right to stand on Council.
- (3) If a strata lot is owned by more than one person, only one owner of the strata lot may be a Council member at any one time.
- (4) Any owner who is elected to Council, ceases being a Council member if they sell their strata lot. The resignation of the Council member is deemed to have occurred the day the property is transferred at the Land Titles Office.
- (5) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot pursuant to section 116 (1) of the Act.

13. TERM OF OFFICE

- (1) The term of office of a Council member ends at the Annual General Meeting at which the Council members term has been completed or any Council member who resigns from the term early.
- (2) A person whose term as Council member is ending is eligible for re-election.

14. REMOVING COUNCIL MEMBER

- (1) Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Council may at its discretion:
 - a. hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term; or
 - b. the remaining members of the Council may appoint a replacement Council member for the remainder of the term.

15. REPLACING COUNCIL MEMBER

- (1) If a Council member resigns or is unwilling or unable to act, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act, persons holding

at least 10% of the Strata Corporation's votes may call a Special General Meeting to elect a new Council as soon as practicable by complying with the provisions of the Act, the Regulation and the Bylaws respecting the calling and holding of meetings.

16. OFFICERS

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members:
 - a. a president;
 - b. a vice president, a secretary and a treasurer; and
 - c. a privacy officer.
- (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;
 - b. if the president is removed; or
 - c. 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, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

17. CALLING COUNCIL MEETINGS

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

18. QUORUM OF COUNCIL

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

means to be counted in establishing quorum.

19. COUNCIL MEETINGS

- (1) At the option of the Council, Council meetings may be held by electronic means, if at all times Council members and other participants can communicate with each other in real time.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners and Spouses of Owners may attend Council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - a. Bylaw contravention hearings under section 135 of the Act;
 - b. rental restriction Bylaw exemption hearings under section 144 of the Act;
 - c. discussions with legal counsel;
 - d. legal opinions, legal action or potential legal action taken by or against the Strata Corporation;
 - e. discussions which could lead to a waiver of litigation privilege and/or solicitor-client privilege; or
 - f. any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

20. VOTING AT COUNCIL MEETINGS

- (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) If there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.
- (4) The Council must circulate or post for owners the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

21. DELEGATION OF COUNCIL'S POWERS AND DUTIES

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

- (3) A delegation of a general authority to make expenditures must:
 - a. set a maximum amount that may be spent, and
 - b. indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
 - a. whether a person has contravened a Bylaw or Rule,
 - b. whether a person should be fined, and the amount of the fine, or
 - c. whether a person should be denied access to a recreational facility.

22. SPENDING RESTRICTIONS & UNAPPROVED EXPENDITURES

- (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 the Bylaws.
- (2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) For the purposes of section 98(2) of the Act, if a proposed expenditure has not been put forward for approval in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make the expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$10,000.

23. LIMITATION ON LIABILITY OF COUNCIL MEMBER

- (1) A 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 Council.
- (2) Subsection (1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by Council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council as valid as if the Council member had been duly appointed or had duly continued in office.
- (4) The Strata Corporation will reasonably indemnify and save harmless a Council member, whether or not they continue to act in such capacity or hold the position of a Council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a Council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a Council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any insurance policy, provided that the Strata Corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a Council member and prompt written notice of any action, suit or proceeding against a Council member, and an opportunity to participate

and to defend the same to the extent the Strata Corporation is permitted to do so by law.

- (5) The indemnity provided in subsection (4) will be invalidated and not apply if a decision made by a court, tribunal or arbitrator determines that the Council member:
- a. did not exercise the powers and perform the duties of the Strata Corporation acting honestly and in good faith with a view to the best interests of the Strata Corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances;
 - b. failed to disclose a conflict of interest as set out in section 32 of the Act;
 - c. was guilty of an offense under the *Criminal Code*; or
 - d. had no reasonable grounds to believe that in the execution of their duty under the Act, they were acting lawfully.

24. MAXIMUM FINE

- (1) The Strata Corporation may fine an owner or tenant a maximum of
- a. \$200 for each contravention of a Bylaw;
 - b. \$50 for each contravention of a Rule;

25. CONTINUING CONTRAVENTION

- (1) The frequency at which fines may be imposed for a continuing contravention of a Bylaw or Rule is every 7 days.

26. COMPLAINT, RIGHT TO ANSWER AND NOTICE DECISION

- (1) The Strata Corporation must not:
- a. impose a fine against a person;
 - b. require a person to pay the costs of remedying contravention; or
 - c. deny a person the use of a recreational facility
- for a contravention of a Bylaw or Rule, unless a Strata Corporation has:
- d. received a complaint about the contravention;
 - e. given the owner or tenant the particulars of the complaint (excluding the identity of the complainant), in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant; and
 - f. if a person is a tenant, give notice of the complaint to the tenant's landlord and to the owner.
- (2) The Strata Corporation must, as soon as feasible, give notice in writing of a decision on a matter referred to in subsection 1 a., b. or c., to the persons referred to in subsection 1 e. and f.
- (3) Once the Strata Corporation has complied with this section in respect of the contravention of a Bylaw or Rule, it may impose a fine or other penalty for continuing contravention of that Bylaw or Rule, without further compliance with this section.

27. QUORUM AND PERSON TO CHAIR MEETING

- (1) If within 15 minutes from the time appointed for an Annual or Special General Meeting, a quorum is not present, the eligible voters present in person or by proxy will constitute a quorum.
- (2) Once quorum for an Annual or Special General Meeting is present, quorum for such meeting is maintained as long as 5% or more of the eligible voters, present in person or by proxy, remain, in person or by proxy.
- (3) Subsection 1 of this Bylaw is an alternative to section 48(3) of the Act. Subsection 1 does not apply to a meeting convened pursuant to section 43 of the Act and failure to obtain a quorum for a meeting convened pursuant to section 43 of the Act terminates and does not adjourn that meeting.
- (4) Annual and Special General Meeting s must be chaired by the president of the Council.
- (5) If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.
- (6) If neither the president nor the vice president of the Council chairs the meeting, a chair must be elected by a majority vote of the eligible voters present in person or by proxy from among those persons who are present at the meeting.

28. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- (1) Tenants and occupants may attend Annual and Special General Meeting s, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote must not participate in the discussion at the meeting.
- (3) Persons who are not eligible to vote, except those guests invited to give presentations to the Residents, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

29. VOTING

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (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.
- (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 Bylaw, an election of Council or removal of a Council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.
- (7) If the Strata Corporation is entitled to register a lien against a strata lot pursuant to section 116 (1) of the Act, the vote for the strata lot shall not be exercised at any Annual or

Special General Meeting, except on matters requiring an 80% or unanimous vote.

30. ELECTRONIC ATTENDANCE AT MEETINGS

- (1) A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an Annual or Special General Meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- (3) Despite this Bylaw, in the event that an eligible voter attends an Annual or Special General Meeting by electronic means, the Strata Corporation has no obligation to make provision for a secret ballot for that particular voter.

31. ORDER OF BUSINESS

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

32. SMALL CLAIMS/ CIVIL RESOLUTION TRIBUNAL (“CRT”) ACTIONS

- (1) Pursuant to sections 171 and 189.4 of the Act, the Council is hereby authorized, in its sole discretion, to commence legal proceedings:
 - a. under the *Small Claims Act* to collect money owing; and/or
 - b. in the CRT for any matter within the CRT’s jurisdiction

without the requirement of approval by way of a $\frac{3}{4}$ vote resolution of the owners at an Annual or Special General Meeting to commence the legal proceeding.

- (2) Notwithstanding this provision, the Strata Corporation will:
- a. require approval by way of a $\frac{3}{4}$ vote resolution from the owners Annual or Special General Meeting to fund the costs of any uninsured or unbudgeted legal expenses; and
 - b. if the action is to collect money, give 2 weeks' written notice demanding payment from an owner or tenant and indicating that action may be taken if payment is not made within that 2-week period before any action is taken, pursuant to section 112 of the Act.

33. PROPERTY OWNER, TENANT & GUEST RESPONSIBILITIES

- (1) Prior to possession of a strata lot by a tenant, the owner or rental management company must give the tenant that resides in the Strata Lot for a period greater than 30 days:
 - a. a copy of the current Bylaws and Rules; and
 - b. a Notice of the Tenant's Responsibility – Form K, to be filled out and returned to the Strata Corporation prior to occupancy.
- (2) An owner who fails to provide the appropriate forms, as outlined in this provision, will be subject to a fine.
- (3) An Owner is responsible for its tenant or guest and will reimburse the Strata Corporation and save it harmless against any and all costs and expenses, including legal costs, fees, taxes, disbursements, and other related expenses, on a full indemnity basis for the acts and/or omissions of a tenant or guest.
- (4) A landlord is responsible to reimburse the Strata Corporation for any judgments, awards, fines or other financial penalties, and or injunctive relief imposed on the Strata Corporation for the acts or omissions of the tenant or guest.
- (5) Any fines costs for remedying a contravention of the Bylaws or the Rules levied against a tenant or guest becomes the responsibility of an owner if the tenant or guest refuses to pay the fine.
- (6) Upon written request by the Council, an owner will evict a tenant or guest for repeated or continuing contravention of a reasonable and significant Bylaw pursuant to Section 147 of the Act and the *Residential Tenancy Act*.
- (7) If any owner refuses to evict a tenant or guest under this Bylaw, then that owner is deemed to have made the Strata Corporation the owner's agent for the purposes of the *Residential Tenancy Act* and Section 138 of the Act.
- (8) All tenants have an obligation under the Act to:
 - a. follow the Bylaws and the Rules of the Strata Corporation; and
 - b. sign a Notice of the Tenant's Responsibilities – Form K.
- (9) Tenants and Guests will:
 - a. maintain reasonable cleanliness and sanitary standards throughout the strata lot and common property;

- b. avoid noisy or unruly disturbances, which may bother or interfere with other Residents;
- c. repair or pay to repair damages caused by themselves or their guests; and
- d. not use their strata lot or common area for any illegal purpose or in contravention of the Act or the Bylaws.

34. INSURANCE & INDEMNITY

- (1) The Strata Corporation shall maintain insurance for buildings, common facilities and any insurable improvements owned by the Strata Corporation to their replacement value, against those perils as required by the Regulation.
- (2) The Strata Corporation may obtain and maintain insurance against other perils, including liability to the amount it considers advisable.
- (3) Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance obtained by the Strata Corporation.
- (4) Owners who use their units for commercial tourist accommodation shall obtain and maintain liability insurance with minimum coverage of \$5,000,000.
- (5) Owners shall obtain and maintain insurance for damage to any improvements within their strata lots and for coverage to pay any deductibles payable under the Strata Corporation's insurance policies for which the owner is responsible.
- (6) Tenants within the Strata Corporation are required to maintain tenant insurance.
- (7) A Resident or visitor must not allow damage other than reasonable wear and tear to the common property, limited common property, common assets, or those parts of any strata lot which the Strata Corporation must repair and maintain under the Bylaws or insure under section 149 of the Act.
- (8) The term "responsible" for this Bylaw is interpreted in the same manner as it has been interpreted in the Courts in connection to section 158(2) of the Act as a strict liability issue and not requiring any negligence to give rise to the liability of an owner;
- (9) An owner is responsible for any damage to any property described in subsection (6).
- (10) An owner is responsible for what occurs within their strata lot and is responsible to reimburse the Strata Corporation and/or another owner for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the Strata Corporation's insurance policy, including claims or damage below the deductible values set in the Strata Corporation's insurance policy. This includes, but is not limited to anything arising directly or indirectly from any of the following:
 - a. dishwashers;
 - b. refrigerator with ice/water dispensing capabilities;
 - c. garburator;

- d. washing machines;
 - e. dryers;
 - f. supply hoses to an appliance/fixture
 - g. toilets, sinks, bathtubs;
 - h. plumbing related pipes and fixtures that solely service a strata lot;
 - i. fireplaces;
 - j. exhaust fans, air conditioner and humidifiers/dehumidifiers;
 - k. anything introduced into the strata lot by a Resident or visitor;
 - l. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - m. any pets residing in or visiting at the owner's strata lot;
 - n. any person residing in or visiting at the owner's strata lot; and
 - o. barbecues, smokers or fire pits.
- (11) An owner is responsible to reimburse the Strata Corporation and/or another owner for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage is the owner, the owner's tenant(s), occupant(s), visitor(s) or pets and the loss or damage is not covered by the Strata Corporation's insurance policy.
- (12) If any loss or damage deemed to be the responsibility of an owner under this Bylaw results in a claim against any insurance policy held by the Strata Corporation, the owner is strictly liable to reimburse the Strata Corporation for the full amount up to an including any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the Strata Corporation's insurance coverage. The owner shall indemnify and save harmless the Strata Corporation for these amounts.
- (13) If any loss or damage deemed to be the responsibility of an owner under this Bylaw is at or below the amount of the insurance deductible for an insurance policy held by the Strata Corporation such that no claim is made under the policy, the owner is strictly liable to pay for such loss or damage and the responsible owner shall 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 legal right or responsibility to perform.
- (14) Nothing in the Bylaws shall restrict or limit in any way the rights of the Strata Corporation under sections 133 or 158 of the Act.
- (15) Any amount that an owner is responsible to pay the Strata Corporation under this Bylaw shall be assessed against the owner's strata lot and included/charged back to the owner in the statement of account for that strata lot.

35. GARBAGE DISPOSAL

- (1) Only normal household garbage and recyclables, as defined by the authority responsible

for collecting/disposing of garbage and recyclables for the Strata Corporation (the “Authority”) may be placed in the common garbage bins and recycling bins if provided.

- (2) The disposal in the common garbage bins and recycling bins (if provided) of any hazardous waste, construction or commercial materials, or other waste that is banned by the Authority is strictly prohibited.

36. VEHICLES AND PARKING

- (1) Any vehicle parked on common property or limited common property must be insured at all times.
- (2) No vehicle repairs or maintenance are permitted anywhere within the Strata Corporation except tires changes.
- (3) Owners, Tenants and Guests are only permitted to park in designated parking stalls.
- (4) Boats, recreational vehicles, commercial equipment, industrial, or work vehicles are prohibited on common or limited common property except with the written permission of the Strata Council.
- (5) No one shall park in a way that reduces the width of a roadway, driveway, other parking spaces or block or obstruct stairwells or walkways.
- (6) Any vehicle found to be parked in contravention of the Bylaws and the Rules will be subject to towing and impounding without warning and at the sole expense of the owner of the vehicle.

37. MOVE IN/MOVE OUT

- (1) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the manager of the property at least 5 days in advance of such moves, or such lesser, as the Council may, in its sole discretion, permit; this provision does not apply to Short Term Accommodations.
- (2) An owner or tenant must notify the Strata Corporation at least 5 days in advance of the date and time that the owner or tenant will be moving into or out of the strata lot, this provision does not apply to Short Term Accommodations.

38. SMOKING

- (1) All buildings and lands that comprise the Strata Corporation are strictly non-smoking and smoking is prohibited in all areas, including but not limited to:
 - a. in a strata lot;
 - b. on common property, including limited common property;
 - c. in or around recreational and common facilities;
 - d. on patios and balconies;
 - e. in hallways, elevators, parking areas, stairs, storage locker areas and recreational areas; and
 - f. as set out in the *Tobacco and Vapour Products Control Act* and the *Tobacco and Vapour Products Control Regulation* (and amendments thereto).

- (2) For the purposes of this Bylaw, the term “smoking” includes, but is not limited to:
- a. inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe, electronic cigarette, vaporizer or other smoking equipment/appliances that burns or vaporizes tobacco or any other substances;
 - b. burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or any other substances;
 - c. the burning, combusting and/or vaporizing of:
 - i. tobacco of any type;
 - ii. any plant, plant product or by-product;
 - iii. any drugs or pharmaceuticals including, but not limited to, cannabis, cocaine, crack cocaine, hashish, methamphetamines, heroin or any other controlled substances as defined in the *Controlled Drugs and Substances Act* (and amendments thereto); and
 - iv. e-liquids or other substances used in vaporizers, electronic-cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.

39. CANNABIS

- (1) A Resident or visitor is prohibited from growing, cultivating, harvesting, manufacturing, selling or distributing cannabis/marijuana/hemp (“Cannabis”) or Cannabis products anywhere within the Strata Corporation and for further clarity, including the following areas:
- a. a strata lot;
 - b. any common property including hallways, elevators, parking garages, service rooms, storage lockers, stairs, amenity rooms and recreational facilities;
 - c. any limited common property;
 - d. a balcony, patio or deck; and/or
 - e. any exterior common property.
- (2) An owner shall indemnify and save harmless the Strata Corporation from any direct or indirect expenses incurred by the Strata Corporation for maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot (including the owner’s strata lot) as a result of damage arising from growing, cultivating, harvesting, manufacturing, selling or distributing Cannabis or Cannabis products within an owner’s strata lot or on common property, limited common property, common assets or anywhere within the Strata Corporation, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner, pursuant to section 158(2) of the Act.
- (3) An owner shall indemnify and save harmless the Strata Corporation for any Legal Costs it incurs, on a full indemnity basis, for enforcement of the Strata Corporation’s bylaws as a

direct or indirect result of cultivating, harvesting, manufacturing, selling or distributing Cannabis or Cannabis products.

40. SELLING OF STRATA LOTS

- (1) An owner of a strata lot, when selling their strata lot, is only permitted to place a “For Sale” sign on the signage board designated for that purpose which is located adjacent to the entrance of the Strata Corporation.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the Council. One open house for agents will be allowed per listing.

41. RECOVERY OF LEGAL COSTS AND EXPENSES

- (1) If the Strata Corporation incurs any Legal Costs or expenses relating to a Resident and/or strata lot to:
 - a. collect unpaid strata fees or special levies or electrical usage charges;
 - b. collect fines or non-lienable charges levied against a Resident;
 - c. collect any chargebacks from an owner;
 - d. recover costs of repairing damage to common property, limited common property or a strata lot caused by a Resident or a Resident’s guest;
 - e. recover costs to investigate and correct any unauthorized alterations to the strata lot and/or common property;
 - f. recover an insurance deductible for a claim for loss or damage for which an owner is responsible;
 - g. recovering costs pursuant section 133 of the Act;
 - h. recovery of any costs under Bylaws 37 or 47;
 - i. defend any frivolous or meritless claims; or
 - j. enforce the Bylaws or Rules;

then the Owner is responsible to pay for or reimburse the Strata Corporation for the above noted Legal Costs, expenses, related costs, damages and arrears, and also reimburse the Strata Corporation for any and all costs and administrative expenses required to collect such Legal Costs, expenses, related costs, damages and arrears including all Legal Costs, and other related expenses on a full indemnity basis.

42. PRIVACY & SECURITY

- (1) For the purposes of the Act, other enactments, and security reasons, the Strata Corporation is required to obtain and retain personal information of the Residents of the Strata Corporation. This information is for Strata Corporation purposes only as permitted or required by federal and provincial privacy legislation. It is not to be used by the Strata Corporation or any individuals with respect to information, including Council members, former Council members, agents, employees, or contracts with the Strata Corporation for any purposes whatsoever other than for contacting or the benefit of the owners of the Strata Corporation.

- (2) Owners are responsible for the actions of anyone they admit onto the property, including tenants, guests and movers.

Cameras and Security

- (3) For the purposes of the Act and other enactments, the security of the Residents and visitors of the Strata Corporation and for the protection of common property and common assets, the Strata Corporation is authorized to purchase, install, monitor, repair, replace, remove/move, alter and operate the following security/monitoring systems within the Strata Corporation pursuant to the following provisions:
- a. closed circuit television/video surveillance equipment (“CCTV”) installed in the following areas, operating twenty-four (24) hours a day, seven (7) days a week:
 - i. all common areas
 - ii. parking area(s); and
 - iii. common rooms.
 - b. the Strata Corporation is authorized to add/subtract the number of CCTV cameras locations in use within the Strata Corporation as the Council, in its discretion, considers necessary to meet the objectives of safety, security and management of the Strata Corporation and its occupants;
 - c. the Strata Corporation has or will install signs in various locations within the Strata Corporation warning that the area is monitored by CCTV cameras;
 - d. the CCTV recordings will be stored electronically for a period of up to thirty (30) days from the date of recording before being overwritten, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes;
 - e. the CCTV systems’ recordings (the “Security System”) and/or usage records (collectively, the “Records”) will be used only for the purposes of law enforcement, the enforcement of the Strata Corporation’s bylaws and Rules which relate to the safety and security of the building and its occupants, as set out in this bylaw. Personal information of Owners, tenants, guests or visitors will only be disclosed or reviewed by the Council or the property manager as follows:
 - i. to respond to emergencies;
 - ii. to ensure the protection of common property or common assets of the Strata Corporation;
 - iii. to ensure compliance with the Strata Corporation’s legal obligations;
 - iv. pursuant to a Court Order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - v. as requested by a Resident who may request access to the Records which contains images/information of the person making the request, provided written permission of any other person(s) present in any recording is obtained and provided within fourteen (14) days of the image/information being recorded, in which case the recording will be retained for an additional thirty (30) days in order to permit viewing, unless a longer time period has been agreed to between the persons requesting the viewing and the Council; and

- vi. as requested by any person or agency, without a court order and as permitted by law, as determined by a majority vote of the Council, if the disclosure is in the best interest of the Strata Corporation, including but not limited to:
 - i. an insurance company adjusting a claim;
 - ii. a law enforcement agency; or
 - iii. a Government agency;
- f. no Owners, tenants, guests, visitors, or members of the public will be entitled to view or receive a copy of the Records, unless a written request is made for that person's own personal information as recorded by the Security System. The Strata Corporation reserves the right to charge \$50 per hour payable in advance, if charged by the Strata Corporation's management firm, to any person making a request for a review of the Records regardless of if the review provides the information requested or not. The Strata Corporation is not required to review or copy the Records if the person making the request refuses to pay the costs as outlined above or does not have the written consent of others;
- g. the Security System's hardware and recording system will be secured and located in the locked mechanical room, and the system will be password protected with the Strata Corporation's management firm (or delegate), Security service contractor, and Council President (or delegate) being provided with individual passwords for access, access to be terminated within ten (10) days of a change of Council;
- h. access to or review of the Records shall be restricted to two (2) persons: two (2) Council members or one (1) Council member and the strata manager, both of which must be present during access/review of the Records;
- i. a Security System log will be created and kept in proximity to the Security System's recording systems. Any persons accessing, reviewing or copying the Records will indicate in the log the reason/purpose for the review and/or access to the Records, the date and time of the review, the names and positions of the persons conducting the review of the Records. If a copy of the Records is made, the log should contain an explanation of why the copy was made, to whom it was given, and provide particulars of the contents of the copy, including dates, times and locations of the Records which were copied and a brief synopsis of the information which is contained in the copy;
- j. the Strata Manager shall be responsible to address all requests for the Records, ensure that the Strata Corporation complies with the *Personal Information Protection Act* ("PIPA") and/or other privacy legislation and prevent unauthorized access to the Security System and the Records;
- k. any information obtained via the Security System is for Strata Corporation purposes only in accordance with the provisions of PIPA and must not be used by the Strata Corporation or any individuals, including Council members, former Council members, agents, employees, or contractors of the Strata Corporation for any purposes whatsoever other than for the benefit or betterment of the Strata Corporation or its owners, as set out in this Bylaw; and
- l. in installing and/or maintaining the Security System described herein, the Strata Corporation makes no representation or guarantees that any part of the Security System will be fully operational at all times. The Strata Corporation is not

responsible or liable to any Resident, or visitor in any capacity (including a failure to maintain, repair, replace, locate, or monitor any of the systems, whether arising out of negligence or otherwise) for personal security or personal property in area monitored by any of the systems.

- m. Any security camera installed by an owner can only be installed at their own front door and the area under surveillance can not exceed a 2 meter radius from their respective door.

43. HARASSMENT

- (1) A Resident must not harass or abuse any other Resident, visitor, contractors, employees or agent that resides in, visits or works for the Strata Corporation. This includes but is not limited to the following behaviour:
 - a. any unwelcomed physical or verbal behavior of any kind that can reasonably be inferred to intend to offend, abuse, humiliate, embarrass, discriminate, intimidate and/or provoke fear in another;
 - b. any unwelcomed physical contact or threatened physical contact of any kind including, but not limited to, touching, pinching, patting, confining or restricting the movement of another or yelling at another;
 - c. photographing, filming or watching and besetting a person or dwelling;
 - d. following or stalking a person;
 - e. any abusive, humiliating, embarrassing, intimidating, threatening or derogatory e-mails, texts or correspondence;
 - f. directly instructing the Strata Corporation's contractors, employees or agents to complete additional tasks, stop work, alter procedures or to do anything that interferes with the Council's instruction to or the Strata Corporation's contract with its contractors or agents; or
 - g. any unwelcome remarks, comments, jokes, slurs, or taunts about a person's race, colour, ancestry, place of origin, religion, marital status, family status, employment, physical or mental disability, sex, sexual orientation, gender, age or any other ground of discrimination.
- (2) Council members must not be contacted directly regarding Strata Corporation business. They may only be contacted through the strata property manager. No one shall directly contact a Council member via phone, email, texts, unsolicited conversations or home visits.
- (3) Where the Council, in its sole discretion acting reasonably, determines that a Resident has consistently breached subsections (1) and (2) of this Bylaw, the Council may, after giving notice in writing to such Resident refuse to respond to any abusive communications from or on behalf of such person except for notices given pursuant to the Act or in the event an emergency for so long a period as the Council deems appropriate.
- (4) During attendance at a Council meeting, Annual or Special General Meeting, attendees will behave respectfully, follow the instructions of the chair and must not:
 - a. repeatedly interrupt the chair or others when they are speaking;

- b. refuse to yield the floor or stop speaking when they have reached their allotted time to speak; or
 - c. shout at the Council members, property manager or any others in attendance;
- or they will be asked to leave the meeting by the chair after one warning.

44. UNENFORCEABLE BYLAWS

- (1) The Council retains the right to grant exemptions to any Bylaw in force for the purposes of remedying any contravention of the *Human Rights Code* or any other enactment or law.
- (2) If an exemption is granted pursuant to this Bylaw, the Council will set out in writing the terms, conditions and time frames under which the exemption is granted.

45. NO WAIVER

- (1) Any failure or delay by the Strata Corporation to enforce a Bylaw will not constitute a waiver of its rights to do so in the future.

46. SEVERABILITY

- (1) All provisions within these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included.

Strata Corporation VIS 4810

Strata Council Meeting

Via GoTo Meeting

May 6, 2021 at 3:00 PM

MINUTES

1.0 Call to order: Al Benjamin called the meeting to order at 3:00 PM and asked Christine Brice to chair.

Present: Nan Lu, Patrick Davis, Gwil Roberts, Ron Clayton and Al Benjamin as well as Christine Brice of Ardent Properties Inc.

Regrets: Devon Sockett

2.0 Additions / Approval of Agenda:

Motion: Adopt the Agenda as presented

Moved: Al Benjamin

Second: Ron Clayton

Carried

3.0 Minutes of the Previous Meeting: It was agreed to remove Section 5.3.

Motion: Adopt the minutes of the April 23, 2021 Council meeting as amended.

Moved: Al Benjamin

Second: Pat Davis

Carried

4.0 Financial Report: The Strata Manager reviewed the March 31, 2021 financial statements. Total cash is \$53,084.11 including \$8,389.98 in the Contingency Reserve fund and \$22,342.17 in the Special Levy Fund. Revenue to date is \$586,086.47; including \$557,917.48 Special Levy income. General expenses are \$10,024.32; over budget by \$3,031.84. Building Expenses are \$2,232.71; over budget by \$124.43. Grounds Expenses are \$738.36; under budget by \$2,944.95. Utilities are \$31,680.03; over budget by \$21,805.05. It was noted that the Electricity expenses included the installation of the Eyedro system and that Owners will be billed for their individual electricity usage starting in June. \$2,710.97 has been contributed to the Contingency Reserve Fund. \$557,917.48 has been spent from the Special Levy Fund.

The Strata Manager and Nan will review the contributions to the Contingency Reserve Fund in February and March and report back to the Council.

The Accounts Receivable list was reviewed. Two Owners with outstanding special levy payments have indicated payment is underway.

Motion: Approve payment of \$2,174.61 to Sonbird Refuse and Recycling from the Special Levy Account for the use of a 12-yard and 20-yard bulk dumpster for construction debris.

Moved: Patrick Davis

Second: Ron Clayton

Carried

5.0 Business Arising from the Minutes:

5.1 Parking Lease: The temporary parking lease for use of the R3 Cabins parking land was discussed. The intent is to have the lease in place while the District of Ucluelet parking lease is being finalized. A map of the area will be sent out again via email. The lease will be retroactive to September 1, 2020.

Motion: Accept the R3 Cabins parking space lease, retroactive to September 1, 2020.
Moved: Al Benjamin
Second: Nan Lu
Carried (Ron Clayton abstained from the discussion and vote.)

5.2 Common Space Lease: The Council reviewed a lease document for the use of common space for laundry, storage, office space and signage that has been developed via email between the Strata Corporation and Island Creek Developments. The lease will be retroactive to September 1, 2020. The Strata Manager will circulate the final document to Council members and Island Creek Developments and then sign on behalf of the strata. The Strata Manager will review the Quay Pacific financials statements to confirm payments made in September, October and November 2020.

5.3 Phase 2 Special Levy Repairs: The Strata Manager met with Avi Gilbertson of Creative Concepts Constructions and reviewed the current plans for completing the painting and staining of railings. The intention is to paint railings black and install wood stained handrails for accent. This has already been done on the stairs at the west end of the boardwalk. Where new wood is going to be installed; such as the privacy screens across from SL 1, 2 and 12, the screens will be stained with the existing posts painted black. Avi and Kyle Griffin estimate that the additional cost to prep and stain the railings would be \$15,000 more than the current painting plan. Ron recommended that a meeting be planned with Avi and Kyle to bring options on painting vs staining back to the Council.

Avi estimates that work on SL 11 will begin after the May long weekend. The items in the unit will need to be moved off the floor and into the loft. Scott Riddell will be asked to help Cinthia to move items out of SL 11 and to check that he has a spare key for SL 11 for access. No one can be staying in the unit while the remediation is being completed.

Photos of the work completed to date are being shared with Council members through Dropbox.

6.0 New Business:

6.1 Hot tubs: Tabled to the next meeting.

7.0 Next Meeting: Special General Meeting, May 18, 2021 at 1:00 PM and Council meeting May 28, 2021 at 11:00 AM via GoTo Meeting.

8.0 Adjournment: Hearing no further business, the meeting was concluded at 4:16 PM.

