

Part 7. Repair, Maintenance and Alterations

Division 1. **Repair and Maintenance**

1. Repair and Maintenance of Property by Owner

Approved at the AGM of July 6, 2022

- (1) An owner must repair and maintain the owner's unit, except for repair and maintenance that is the responsibility of the Homeowners Corporation under these bylaws.
- (2) Every owner is responsible to arrange adequate inspection and maintenance of the unit to identify and resolve emerging issues and ensure that damage does not result to any unit or to the common areas or exclusive use areas, from a source or cause originating within the unit.
- (3) If a unit is left vacant, unoccupied or unattended, this obligation shall also include adequate frequency of inspection to ensure that any issue which would be identified with a regularly occupied unit isn't missed. If specified, owners must inspect their unit with a frequency which satisfies all expressed requirements of their insurer and the Homeowners Corporation's insurer in order to maintain unimpeded insurance coverage.
- (4) An owner who has the use of exclusive use areas must repair and maintain those exclusive use areas, including horizontal and vertical surfaces contained therein, except for repair and maintenance that is the responsibility of the Homeowners Corporation under these bylaws.
- (5) For greater clarity and notwithstanding any other provision of the bylaws, owners are responsible for routine cleaning, safe snow clearing and routine maintenance of decks, as well as routine cleaning and maintenance of the inside surface of railings and exterior doors and windows of their unit.
- (6) Owners of units which have associated alterations to common areas or exclusive use areas, or property placed or installed within the bounds of the common areas or exclusive use areas are responsible to repair, maintain, remove and/or replace such alterations or property as may be required, unless the Homeowners Corporation has expressly permitted the alteration as a fixture to common areas or exclusive use areas and therewith expressly agreed to take responsibility for the repair and maintenance thereof.
- (7) Owners of units must promptly carry out all work that may be ordered by any competent public or local authority in respect of their unit.

2. Repair and Maintenance of Property by Homeowners Corporation

- (1) The Homeowners Corporation must control, manage, administer, upkeep, repair and maintain all of the following:
 - a. Common assets of the Homeowners Corporation;
 - b. Common areas that have not been designated as exclusive use areas including

lawns, gardens and parking areas;

- c. Exclusive use areas, 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 or which arose from a cause which is not related to the use of the exclusive use area by the occupants of the unit(s) assigned its exclusive use.
- d. The following wherever they are located within the registration plan and no matter how often the repair or maintenance ordinarily occurs:
 - i. The structure of a building;
 - ii. The exterior cladding and building envelope;

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- iii. Portions of pipes, wiring, conduits, cables and other common services which pass through a unit but serve a different unit or serve more than one unit;
- iv. Exterior vents, ducts, stairs, balconies and other things which transect, pass through or are attached to the exterior of a building; and
- v. Doors, windows and skylights on the exterior of a building or that front on the common areas, not including routine cleaning of the interior surface of such fixtures.

This provision shall not bind the Homeowners Corporation to repair or maintain unapproved alterations, or alterations made by an owner which are the subject of an alterations agreement, in which case the alterations agreement shall govern responsibilities for repair and maintenance.

- (2) The Homeowners Corporation must comply, observe and perform with the terms and conditions of the Sublease granted to them in respect of the common areas and common facilities of the Homeowners Corporation. No owner, tenant, occupant, visitor or other person associated with the Development may cause the Homeowners Corporation to breach any such legal restrictions or requirements.
- (3) Nothing in the bylaws shall be interpreted to prevent the Homeowners Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which an owner or any other party may be held responsible at law.
- (4) If a unit is damaged for the purpose of enabling the Homeowners Corporation or its agents to access, inspect, repair or maintain common areas or otherwise do work which is the responsibility of the Homeowners Corporation pursuant to the bylaws; and the access is required from the unit; the Homeowners Corporation is responsible to remediate and restore the access point, subject to the following criteria:
 - a. The restoration of that access point shall be to a standard which reasonably resembles original construction, without any obligation to restore or

remediate damage to subsequent improvements which have the effect of increasing the remediation cost; and

b. This obligation shall not apply to restoration of an access point which is related to damage which:

- i. is or is to be the subject of an insurance claim or determination by formal adjudication,
- ii. is subject to an agreement or binding order which varies from these conditions, and/or
- iii. was caused by a third party responsible for that damage.

(5) The Homeowners Corporation may at the Board of Directors' option arrange emergency damage mitigation and restoration where damage has been sustained within a unit. The costs of gaining access to the unit, doing work and preventing further damage may be paid as a common cost of the Homeowners Corporation

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until such a time as the Board of Directors is able to determine whether the expense will be:

- a. Covered by the Homeowners Corporation's insurance;
- b. Treated as a common cost of the Homeowners Corporation;
- c. Charged back to the owner of the damaged unit; or
- d. Charged back to the unit where the source of the damage originated.

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

(6) Notwithstanding any part of these bylaws, the Homeowners Corporation does not guarantee uninterrupted access, use or enjoyment of any portion of the registration plan, and is not responsible for any reasonable interruption to access, use or enjoyment.

3. Resolving Disputes about Responsibility for Repairs or Maintenance

(1) If there is any ambiguity or dispute as to who is responsible to conduct specific repair or maintenance, the Homeowners Corporation may conduct necessary work to common areas, or an owner may conduct necessary work to their unit while reserving the right to dispute that allocation of responsibility, and without prejudice to any finding or determination thereof.

Division 2. **Affixing, Planting or Placing items within Common areas** 1. Anything affixed to the exterior of a building, or to common areas or exclusive use areas constitutes an alteration, subject to the alteration bylaws herein; except for signage or holiday lights placed in strict accordance with these bylaws.

2. Holiday lights and decorations are permitted within exclusive use areas or in a unit such that they are displayed to the unit exterior; only on the following conditions:

- (1) All such items must be reasonably subdued and maintained in safe and orderly

condition.

- (2) No moving or audible components are permitted.
 - (3) Any lighting elements must be turned off by 11:00 p.m. and remain off until 7:00 a.m. each day.
 - (4) Such items may not be placed more than four weeks before the holiday to which they relate, and must be removed no later than four weeks after the holiday to which they relate. Placement and removal of items must be performed reasonably within these parameters, weather permitting.
 - (5) Such items may only be attached temporarily using cable ties or similar removable materials, and may not be permanently affixed. No portion of the property may be damaged by placement or removal.
 - (6) Any such items must be removed or modified within twenty four hours of a request by the Board of Directors, if the Board of Directors finds that they have been placed in contravention of this bylaw.
3. Signs, notices, flags, placards, advertising and similar items may not be placed or displayed from within a unit or the common areas, or exclusive use areas without the prior written

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approval of the Board of Directors, except that the following signs are permitted without such approval:

- (1) Election signs displayed from within a unit.
- (2) Standard "For Sale", "For Rent" and/or "Open House" signs related to an offering of a unit within the registration plan for sale or rent, only if displayed on the real estate notice board director or such other designated area. The Board of Directors may designate one or more areas for the display of such signs on common areas from time to time.
- (3) Posted Building Permits, where required by local laws, for the duration of alterations which have been approved by the Homeowners Corporation or which do not require such approval.
- (4) Signs posted at the direction of the Board of Directors.

Division 3. **Alterations**

1. An owner may from time to time, at their expense, paint and decorate the interior of the unit and make such changes, additions, alterations and improvements in and to the interior of the unit as will in the judgment of the owner better adapt the unit for the purpose of the owner, provided however that no structural changes, additions, alterations or improvements shall be made to the structure, load bearing walls, perimeter walls, exterior, roof or any other portion of the common areas or common facilities, without the prior written consent of the Homeowners Corporation.
2. Owners may not make alterations except as strictly permitted by article 17.1 of the Sublease, duplicated above. Where approval is required before altering a unit the owner must obtain the prior written approval of the Board of Directors, and for greater clarity: no unauthorized alteration to a unit that involves any of the following is permitted:

- a. Alterations beyond the midpoint of a wall, ceiling or floor which forms a boundary of the unit;
- b. The structure of a building, including exterior or interior load bearing walls;
- c. The exterior of a building, including, perimeter walls, or roof;
- d. Vents, ducts, balconies, exterior railing or other things attached to or passing through the exterior of a building;
- e. Doors, windows or skylights on the exterior of a building, or that front on the common areas;
- f. Any common areas or common facilities;
- g. Installation of any exterior elements for antennas, satellite dishes, and/or supplementary heating systems or air conditioning devices;
- h. Any increase or decrease to the habitable area of a unit; and/or
- i. Water or other utility or service shut-off or disruption impacting other units or requiring a permit from Technical Safety BC.

3. Restricted Alterations to Units

- (1) Owners, tenants and occupants must not install any window coverings visible from the exterior of the unit which are in a colour other than white or off-white, without the prior written permission of the Board of Directors. Improvised window coverings are not permitted.
- (2) The Board of Directors must approve the installation of privacy curtains on unit balconies. Privacy screens cannot be installed that interfere with the view of other

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residents. No free-standing privacy screens are allowed. Such installations are subject to the alterations bylaws herein.

- (3) Except for the replacement of wall to wall carpeting with wall to wall carpeting, the written approval of the Board of Directors must be obtained prior to the installation of any other flooring material. Changes to flooring materials will be considered by the Board of Directors on the basis of whether, in the reasonable opinion of the Board of Directors, they will minimize the transmission of noise to other units in the building.

4. Where Approval is required before Altering Common Areas

- (1) Unless otherwise specified in these bylaws, the written approval of the Board of Directors is required before anyone may make any alteration to common areas, or exclusive use areas, or common assets.
- (2) Nothing whatsoever shall be hung, attached, affixed or placed outdoors or within common areas except as specifically permitted by these bylaws or as specified in prior written permission of the Board of Directors.
- (3) For greater clarity, no heater, air conditioner, appliance, light fixture, shade, awning, canopy, screen, sunscreen, antennae, satellite dish, greenhouse, hot tub, smokestack, shed, locker, or enclosure, shall be hung, attached or placed on the common areas, or hung, attached or affixed on or within exclusive use areas. Any such placement, installation, attachment, affixation or hanging shall be deemed to

be an alteration pursuant to these bylaws.

- (4) No trees, hedges, shrubs or other plants may be planted on common areas, or exclusive use areas except with prior written permission of the Board of Directors. Plantings which interfere with lawn maintenance, snow clearing, traffic flow or the general aesthetics of the registration plan will not be permitted.
- (5) No-one may damage, destroy, remove or otherwise interfere with the growth or maintenance of trees, shrubs, lawns or other plants situated on common areas, or exclusive use areas, except with the properly delegated authority of the Board of Directors, or with the prior written consent of the Board of Directors.

5. Approval of Alterations

- (1) An owner seeking approval of any alteration to a unit or to common areas must provide the Board of Directors with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the Board of Directors including sketch plans, an engineering report, or such other documentation as may be reasonably required as determined by the Homeowners Corporation (the "Application Package").
- (2) The Board of Directors will indicate what additional materials are required. After doing so the Board of Directors will only provide a written response to the Application Package once all required and requested materials have been received and reviewed. Failure to provide all required and requested materials will result in a denial of the application, although an owner may reapply with a complete Application Package.
- (3) The Board of Directors may opt to send a conditional letter of approval to the owner which sets out pre-conditions of approval which the Board of Directors deems appropriate. Upon commencement of work the owner is conclusively deemed to

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accept the conditions set out in the conditional letter of approval without reservation and must comply with those conditions.

- (4) Approval by the Board of Directors does not imply or confer additional approvals required from the WFN or public authority, a party to the Headlease, Sublease or any other third party.
- (5) No changes, modifications or amendments are permitted to be made to the plans, specifications or Application Package as approved without prior written consent of the Board of Directors.
- (6) The owner is responsible to obtain any required municipal permits prior to commencing the work, and obtaining any such required permits is a condition of the approval of the Board of Directors. Copies of such permits must be provided to the Board of Directors within seven days of the permits being granted.
- (7) The owner must ensure that work done complies with the current provisions of the British Columbia Building Code, municipal bylaws, WorkSafe regulations, Technical Safety BC regulations and other applicable legal requirements, as amended from time to time. Work must also conform to a professional standard, prudent industry

standards and best practices. Where trades are used, they must have required credentials, coverages and a proven track record of work. Materials and components must be installed in accordance with the manufacturer's directions. The owner must ensure that designs, methods, standards, quality, workmanship and materials used are in keeping with the aesthetics of the Development in terms of design, quality, proportion, quantity, color etc. The Board of Directors may establish such criteria that are consistent with the existing design concept, appearance of the buildings and the natural environment.

- (8) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, must – as a condition of approval - agree to be responsible for all costs, damages and/or liabilities relating to:
- a. The approval, installation, maintenance, repair, replacement and ultimate removal of the alterations, including clean-up costs;
 - b. Remedying the effects of rain and weathering, staining, and discoloration on the alterations and/or environmental damage or contamination;
 - c. Insuring the alterations;
 - d. Remedying any adverse effects on adjacent units, common areas, exclusive use areas or adjacent land parcels; and
 - e. Any liability arising from the installation, use, misuse, or any deficiency or neglect of the alteration, including the Homeowners Corporation's legal expenses on a "solicitor and own client" basis.

Such expenses are jointly and severally the responsibility of the current owner of the unit involved in the alteration at the time that the alteration is done, and the owner at the time that the expense or liability is incurred or paid.

- (9) Owners who seek to undertake alterations in accordance with these bylaws may be required by the Board of Directors to sign an agreement setting out additional conditions of approval, and requiring the applicant to assume all responsibility for

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the full costs related to the alterations, including, but not limited to, resulting costs related to approval, installation, maintenance, repair, replacement, ultimate removal, insurance, damage and/or liability. If required by the Board of Directors, the agreement may be prepared by the Homeowners Corporation's solicitor at the expense of the owner. No work is to commence before an alterations agreement is submitted and approved by the Board of Directors.

- (10) The Board of Directors may maintain, repair, or remove alterations to common areas or exclusive use areas if in the opinion of the Board of Directors:
- a. Removal is necessary for necessary repairs or maintenance;
 - b. The alterations are not maintained or repaired;
 - c. The alterations are irredeemably damaged;
 - d. The alterations are causing unanticipated significant liability risk, significant

- damage to other property or a serious nuisance;
 - e. Deficiencies exist in the construction of the alteration;
 - f. The alteration was not made in strict accordance with the authorization provided by the Board of Directors; or
 - g. The alteration was not approved by the Board of Directors in accordance with the bylaws.
- (11) Once a person becomes a new owner of a unit, the Board of Directors may require that the new owner sign any existing agreement in relation to alterations made to the unit, common areas and/or exclusive use areas, by a previous owner of that unit. If the new owner refuses to sign the agreement, the Board of Directors may require that the alteration be removed and the property restored to the condition it was in prior to the alteration, at the expense of the current owner(s) of that unit.
- (12) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the Board of Directors.
- (13) The Board of Directors retains the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The Board of Directors may include specified supervision or inspection as a requirement of approval.
- (14) The Board of Directors shall provide additional scrutiny and may require additional written assurances or oversight with respect to any alterations which involve building structure, building envelope, drainage, soil stability or slope of the property.
- (15) The common areas and/or exclusive use areas may not be used to store construction materials or debris.
- (16) The reasonable noise and disruption associated with working on approved alterations shall not be determined to be a contravention of these bylaws, provided that reasonable precautions are taken to minimize the noise and disruption, and provided that work which is likely to cause a disturbance is only conducted between 8:00 a.m. and 6:00 p.m., Monday through Friday inclusive. All alterations should be carried out with as little interference and disruption as possible to other residents.
- (17) Electrical work involving electrical panels, installation or removal of conduits, switches or fixtures or any electrical connections must be conducted only by qualified electricians.

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(18) Any plumbing connections to pipes, or installation, modification or removal of existing fixtures and/or drains must be conducted only by qualified plumbers. (19) If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that all mandatory and optional WorkSafe coverage is in place, and to avoid and/or immediately discharge any work order, claim, judgment or lien within the registration plan as a result of the work conducted with respect to the alteration. 6.

Prior Alterations

- (1) If an alteration was made prior to the enactment of these bylaws with written proof

that all required approval was obtained, or where no such approval was legally required at the time, then the current unit owner shall be permitted to retain the alteration, subject to the following conditions:

- a. If the alterations create an unfair or undue maintenance obligation on the other owners, the Board of Directors may require that the owner of the unit associated with the alterations enter into an alteration agreement assigning that owner the obligation to pay for repair and maintenance of those alterations and indemnifying the Homeowners Corporation for claims and/or expenses arising from those alterations. If the owner refuses to accept responsibility on reasonable terms, then the Homeowners Corporation may require reversal of the alterations as set out in b. below; and/or
 - b. If alterations cause, contribute to or are likely to cause or contribute to undue expense to the Homeowners Corporation, or any unreasonable risk of damage to property, threat to safety, or liability risk, then the Homeowners Corporation may require that alterations be removed, and the property restored to the condition prior to the alterations; on terms which are reasonable given the conditions of approval (if any) and all of the circumstances.
- (2) In circumstances where an owner or previous owner of a unit have made alterations to a unit, common areas (or exclusive use areas) without permission or approval which was required pursuant to the bylaws or general legal requirements at the time then:
- a. All owners of any unit with alterations which would require approval under these bylaws, and which was never the subject of required permission or approval, must negotiate retroactive approval from the Board of Directors which includes a provision making the owner responsible for all expenses related to repair, maintenance, replacement and/or removal/restoration of the alterations and indemnifying the Homeowners Corporation for any claims and/or expenses arising from the alterations. The Board of Directors has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners;
 - b. Nothing in these bylaws shall prevent the Board of Directors from retroactively approving alterations in their sole discretion - after the alterations have been completed, subject to whatever conditions of approval are imposed by the Board of Directors; and

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- c. The Board of Directors shall not unreasonably refuse to approve alterations which have commonly been allowed in the bounds of the registration plan and which do not pose any undue risk of additional cost, maintenance concerns, threat to safety, or risk of liability; but the Board of Directors may

require reasonable conditions of approval. The Board of Directors has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.

- (3) Unless approved retroactively, any alteration that required approval pursuant to the bylaws in force at the time and which have not received the required approval of the Homeowners Corporation must be removed and the property restored to prior condition at the current owner's expense; if the Board of Directors orders that the alteration be removed.
- (4) Notwithstanding any provision in these bylaws, if the Homeowners Corporation determines that a properly approved alteration creates undue risk or expense; on approval by $\frac{3}{4}$ vote resolution of the owners at an annual or special general meeting, the Homeowners Corporation may, provide 6 months' notice, revoking that approval and requiring that alterations be reversed at the expense of the Homeowners Corporation, and where warranted, may authorize reasonable compensation to the owner of the unit which received approval for that alteration.