

Vancouver Island Strata Plan 1052 (VIS1052) Bylaws

1. The Standard Bylaws appended to the *Strata Property Act* are to be read in conjunction with these bylaws, and continue to apply in full force and effect, superseding these bylaws, unless specifically stated otherwise.
2. **USE of STRATA LOTS**
 - (a) All strata lots shall be used solely for personal single family residences.
 - (b) The density of strata lots will not exceed more than two (2) persons per bedroom.
 - (c) In the case of a bachelor suite, the density will not exceed more than two (2) persons.
 - (d) Any variation from the designated density of the strata lot shall occur with the express written approval of the Strata Council and may be granted for a period not to exceed twelve (12) months; such approval not to be unreasonably withheld; and further extensions shall be granted solely at the Strata Council's discretion.
3. No owner or tenant shall have vibrating beds or chairs and where the owner or tenant has a waterbed, he/she shall provide the Strata Council with proof of the appropriate insurance coverage prior to filling the waterbed.
4. No owner or tenant shall allow his/her strata lot to become unsanitary or a fire hazard.
5. Each owner or tenant shall ensure that the door of his/her strata lot is not left open or ajar to air suites into the common hallways.
6. **INSURANCE**
 - (a) In the event that the Strata Corporation must make a claim under its insurance policy which is a result of the negligence of an owner, occupier or tenant, or failure on the part of an owner, occupier or tenant to exercise the care of a reasonably prudent owner, then any deductible, expense or cost incurred by the Strata Corporation, including, but not limited to its deductible on its insurance policy shall be the responsibility of the responsible owner, occupier or tenant.
 - (b) The Strata Corporation shall be entitled to recover from the responsible owner, occupier or tenant the amount of the deductible, or cost, together with any and all costs associated with the recovery of the deductible or cost, from the owner, occupier or tenant, including legal costs on a solicitor and own client basis, and shall be deemed to form part of the following month's

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assessments for that owner, and shall be collectable in the same manner.

- (c) All owners shall carry adequate homeowner's liability insurance and if the owner's or tenant's homeowner's liability insurance denies coverage for any reason, then as stated in Bylaw #6, the owner shall be held strictly responsible for any costs, loss or damage to another strata lot or common property or to any goods and possessions located therein resulting from any accident or negligence originating from their unit.

7. **PLUMBING and IN-SUITE LAUNDRY FACILITIES**

- (a) An owner or tenant shall not use plumbing, or other utility equipment for any purpose other than those for which they were constructed or installed.
- (b) No owner or tenant shall be permitted to install or use laundry facilities which require plumbing or venting, including a washer and/or dryer within his/her strata unit.

- 8. An owner or tenant shall not throw out of the windows, doors or from the balcony of the strata lot or leave in or about the strata lot or the common property, any garbage, paper, sweepings or refuse which would constitute a fire or health hazard and shall maintain such areas in a neat and tidy condition. In addition, no owner shall shake mops, dusters, tablecloths, rugs or similar articles from any window, door or balcony of the strata lot or on the common property.

- 9. An owner or tenant shall equip all plant growing containers having external drains, with water trays.

- 10. An owner or tenant shall not hang or permit to be hung any laundry or washing in or about the common property or in or about his/her strata lot in any manner which would permit the same to be visible from the outside of the building.

11. **COMMON AREA USAGE**

- (a) Any and all common areas, including sidewalks, passages, hallways, stairways, fire escapes, elevators, and lobby shall not be obstructed or used for any purpose other than ingress or egress to and from the building and the strata lots therein.
- (b) The Lobby Area may be used by owners or tenants for Strata Council sanctioned gatherings such as the Annual General Meeting or the building's Christmas Party.

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- (c) Other common areas may be used by the owners or tenants, subject always to rules, regulations and conditions laid down from time to time by the Strata Council.
 - (d) At all times, the owners or tenants shall exercise their best efforts to keep all common areas in a neat and clean condition.
 - (e) The Strata Council shall be at liberty to remove any rubbish or clean up any common area and charge the expense to the owner or tenant responsible for any uncleanliness caused by them or their guests and said charge shall become part of the next month's assessment, and shall be collectable in the same manner.
13. No smoking within twenty (20) feet of the front, rear or side entrances of the building.
14. **WINDOW COVERING - REPLACEMENT of Windows/Patio Doors**
- (a) Window covering, as seen from the outside, shall conform to the regulation of neutral colours and owner's personal choice of sun drapes being vertical or horizontal.
 - (b) Replacement of windows, patio doors, and balcony enclosures are to comply with these bylaws as follows:
 - i) Window trim is to be approximately two (2) inches wide and white on the outside;
 - ii) The window is to be double-glazed and there are to be two (2) panes in the opening;
 - iii) Balcony doors are to have white or brown trim and be double-paned and there are to be two (2) panes in the opening;
 - iv) Balcony enclosures are to have brown trim. There is to be allowed more variance here in style.
 - (c) All replacements/modifications to windows, balcony doors and balcony enclosures must be carried out by qualified professionals who guarantee their work.
 - (d) Before work can commence, the owner must obtain written permission from the Strata Council. This is obtained by submitting complete information outlining the style to be installed (picture or drawing) and an indication of who will perform the work. Strata Council will exercise their

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discretion while following the principles of uniformity and consistency of the building's external appearance.

15. An owner or tenant shall not erect, place or allow, keep or display any signs, billboards, advertising material or notices of any kind on the common property or in his/her strata lot except in such places and in such form as may be approved from time to time by the Strata Council. Items posted on bulletin boards, wheresoever situate, are considered approved by the Strata Council unless removed by the Strata Council.

16. **AERIAL WIRES, ANTENNAS, BASKETS, LIGHTS, PLANTERS, ETC.**

- (a) With the exception of the articles specifically stated in this bylaw, an owner or tenant shall not install any aerial wires, antennas or satellite dishes or other articles of any description in or about the strata lot or on the common property, including hanging such apparatus from any window, door or balcony without the prior written consent of the Strata Council.
- (b) Christmas lights are permitted from December 01 to January 31.
- (c) Hanging baskets and flower boxes are permitted provided that they are properly secured from falling, equipped to avoid any falling debris or water, and maintained with healthy, growing plants.
- (d) Planters must be removed at the end of the growing season.
- (e) If the owner is in breach of this bylaw and fails to remove any article after receiving reasonable written notice from the Strata Council to do so, then the Strata Council shall be at liberty to remove any such articles and to charge the expense of doing so to the responsible owner or tenant, and such charge shall become part of the next month's assessment, and shall be collectable in the same manner.

17. **FIRE PROTECTION**

- (a) No owner or tenant shall disarm or otherwise interfere with any portion of the building's fire protection equipment, including smoke and heat detectors installed in his/her strata lot.
- (b) No owner or tenant shall do anything in his/her strata lot or on the common property which would increase the risk of fire or the rate of the fire insurance premiums on the building.

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- (c) No owner or tenant shall do anything in his/her strata lot or on the common property which could constitute breach of any applicable rule, regulation or ordinance of any provincial or municipal government or agency.
 - (d) No owner or tenant shall store any combustible materials in his/her strata lot or in any common areas, including any balcony, storage room or storage locker.
 - (e) All owners shall provide access into their strata lot to the Fire Marshall and his agents, on request with 48 hours notice for routine inspections of the fire protection system as required by municipal bylaws.
 - (f) The fire doors must remain open at all times, except when the fire alarm is activated or being tested.
18. An owner or tenant shall not use or permit to be used any natural Christmas trees or other decorations of a flammable nature. Artificial trees or other decorations shall be of a fire proof material or of sufficient quality so as to pass inspection by the Fire Marshall.
 19. An owner or tenant shall not keep, store or use on patios or balconies, freezers, refrigerators or similar appliances in any manner which would permit the same to be visible from the outside of the strata lot. Balconies shall be kept neat and clean at all times and not be allowed to become unsightly.
 20. An owner or tenant shall not feed seagulls or other types of birds or animals of any kind from windows, balconies or patios of the strata lot or on common property in close proximity of any strata lot.
 21. An owner or tenant shall respect the rights and privileges of all other owners and tenants of the strata lots within the building and not allow any member of his/her household, including guests or other visitors, to trespass on any part of the common property to which other owners or tenants are entitled to exclusive occupation.
 22. An owner or tenant shall not plant or permit to be planted any flowers, shrubs or trees anywhere on the common property without the written consent of the Strata Council.
 23. An owner or tenant shall be responsible for the conduct of his/her family, guests and visitors on all premises covered by these bylaws.

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24. **WHEELED DEVICES**

- (a) Roller skates, roller blades and skateboards are not permitted to be ridden on or inside any common area, including the courtyard.
 - (b) Shopping carts should be stored in the work room and must be returned to the work room and not left in hallways, stairwells or any other non-designated areas. For the convenience and safety of all residents, the shopping carts are to be returned to the designated storage area after usage.
 - (c) Bicycles may be stored in either suites or in the bicycle room, but may not be ridden inside the building. Bicycles shall not be left in the hallways, vestibules or other common areas.
 - (d) Electric or manual wheelchairs, mobility devices, baby carriages or strollers may be used as needed, but are not to be parked or stored in common areas.
25. An owner or tenant shall leave goods and possessions in any store room or storage locker provided for such purpose as part of the common property, including the bicycle room, at his/her sole risk.
26. An owner or tenant shall tie, fasten and place all garbage in the designated garbage containers as directed by the Strata Council and any and all other refuse which is not capable of being placed in designated garbage containers must be disposed of in such manner and at such times as the Strata Council may direct from time to time. Recyclable materials must be placed in the appropriate containers and not placed in the garbage containers.
27. An owner or tenant shall not permit any person who is not a permanent resident or overnight house guest to use the laundry or car wash facilities.
28. No bare feet are allowed in public or common areas (including hallways, laundry room, etc.) and nor shall there be any running allowed in the common hallways, staircases or lobby.
29. An owner or tenant shall obtain written permission from the Strata Council before holding a family or other type of gathering on the common property consisting of more than eight (8) persons, including children.
30. No common area, except for the grassed area at the rear of the parking lot, shall be used as an outside play area.
31. No owner or tenant, upon the sale of, or when moving from their strata lot, has the right to transfer their assigned common property, such as their

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parking space or storage locker to another individual.

32. An owner shall repair and maintain his/her strata lot, including patios and balconies, windows and doors, and areas allocated to his/her exclusive use, and keep them in a state of good repair, with reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted.
33. An owner or tenant shall report immediately to the Strata Council (or such person as may be designated by the Strata Council from time to time) any accident or injury to, or failure of, the water pipes, toilets, drains or fixtures, electrical wires or fixtures, together with all other fittings or fixtures forming part of the common property of the Strata Corporation.
34. An owner or tenant shall not leave water running, except in actual use, and all owners shall be strictly responsible for any loss or damage occurring to any other strata lot or common property or to any goods and possessions located therein resulting from their negligence in allowing the overflow of toilets, sinks, bathtubs, wash basins, dishwashers or other device or receptacle and each owner or tenant shall carry appropriate liability insurance coverage to protect against such loss or damage.
35. **IMPROVEMENTS, MODIFICATIONS, RENOVATIONS**
 - (a) Interior carpet may not be removed without first obtaining the written consent of the Strata Council. When installing hardwood, laminate or other flooring, soundproofing underlay must be included which meets Impact Insulation Class 55 or better. When replacing existing carpets, replacement must be the same weight or better, and all carpets must have appropriate underlay.
 - (b) Any owner, lessee, tenant or occupant, before undertaking any modification or improvement shall obtain any permits, licenses or legal requirements necessary for the undertaking. The costs of said documents are to be borne by the owner, lessee, tenant or occupant and shall be presented to the Strata Corporation with approved plans and specifications.
 - (c) An owner, lessee, tenant or occupant undertaking a modification or improvement shall also be required to enter into an Agreement with the Strata Corporation specifying the permitted construction and the use thereof and indemnifying the Strata Corporation from any loss, damage, action or cause of action which may result from the modification or improvement as aforesaid. Such Agreement shall be in a form approved by the solicitor for the Strata Corporation. Any cost associated with the preparation of such Agreement shall be borne by the owner, lessee, tenant or occupant applying for permission.

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36. **VEHICLES and PARKING**

- (a) No owner, lessee, tenant or occupant shall keep or permit to be kept on his/her strata lot or on any common property any vehicle deemed by the Strata Council to be derelict. The Strata Council may, after reasonable written notice, remove or cause to be removed any such vehicle from the strata lot or common property and may charge any offender for all expenses incurred in doing so, in addition to any other fine or penalty imposed for a breach of these bylaws or any rules or regulations.
- (b) No vehicle over seven (7) feet wide or twenty-one (21) feet long shall be parked in any parking space, and spaces are to be kept neat and clean at all times.
- (c) No owner shall permit vehicles to be parked on the common property, save and except within the designated and assigned parking spaces only, and without prior written approval of the Strata Council, no other equipment of any kind shall be parked on the common property.
- (d) Owners, lessees, tenants or occupants shall be responsible for the cost and repair of any damage caused to the parking lot as a result of leaking gas, oil or other substance. If the owner fails to repair such damage, after receiving reasonable written notice from the Strata Council to do so, then the Strata Council shall be at liberty to make such repairs and to charge the expense of such repairs back to the responsible owner, and such charge shall become part of the next month's assessment, and shall be collectable in the same manner.
- (e) Owners, lessees, tenants or occupants shall park only in allotted and assigned spaces. Residents shall ensure that their guests and visitors park only in designated visitor parking areas. The Strata Council reserves the right to have violators towed away at the owner's expense.
- (f) No vehicle is to back into a visitor or occupant assigned space, except for the carport, or with special, written consideration from the Strata Council.
- (g) Washing of vehicles shall be carried out in such a manner as not to cause any nuisance or annoyance to other owners or tenants, and in such a place and at such times as the Strata Council may from time to time direct.
- (h) Repairs, adjustments and alterations to vehicles and equipment shall be carried out in such a manner as not to cause any nuisance or annoyance to other owners or tenants, nor to cause damage or uncleanliness to the common property, and shall be confined to routine maintenance of the

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owner's or tenant's personally owned vehicle(s).

- (i) No commercial vehicle shall be brought onto the common property without prior written consent of the Strata Council, save in the normal course of delivery to or collection from the respective premises.

37. **MOVING of FURNITURE, APPLIANCES and PERSONAL EFFECTS**

- (a) Household furniture, appliances and personal effects shall not be taken into or removed from the building, except in such a manner as may be stipulated by the Strata Council, and shall take place between the hours of 8:00 a.m. and 9:00 p.m.
- (b) Moving in or out shall take place through the rear entrance, whenever possible.
- (c) A move in/move out inspection is to be conducted prior to moves and a damage deposit of \$200.00 is to be collected by the manager prior to signing a Form B. After the move is completed, the deposit is to be returned to the owner, tenant or lessee after the completion of a satisfactory inspection has indicated no damage occurred to any common areas.
- (d) The owner, tenant or lessee shall be responsible for the cost of repairing any damage to common property resulting from either the owner or his/her tenant or lessee moving into or out of the strata lot. If the owner, tenant or lessee fails to make the necessary repairs within one week of the damage occurring, then the Strata Council shall be at liberty to make such repairs and the cost of such repairs shall be deducted from the damage deposit held by the Strata Council, as per Section 38(c) above.
- (e) Unless permission to the contrary is granted in writing by the Strata Council, every owner or tenant shall remove all his/her goods, objects or personal effects from the common property forthwith upon the sale or lease of his/her strata lot and any such goods, objects or personal effects not so removed shall, after thirty (30) days, become the property of the Strata Corporation and may be removed and/or disposed of by the Strata Council.

- 38. Barbecues shall be limited to use as directed by the Strata Council from time to time. The Strata Council, when acting upon written complaints, shall reserve the right to control the use of barbecues of any individual.

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39. KEEPING PETS

- (a) An owner, tenant, lessee or occupant must not keep any pets on a strata lot other than one or more of the following:
- i) a reasonable number of fish or other small aquarium animals;
 - ii) a reasonable number of small caged mammals;
 - iii) a reasonable number of caged birds;
 - iv) up to two cats OR one dog OR one cat and one dog.
- (b) Pets shall not be more than 18 inches in height and 30 pounds in weight. This shall consist of two pets per suite, excluding fish, birds and mammals from the quantity of restrictions, and there will be a maximum of one dog.
- (c) Pets must be on a leash or carried when on the common property indoors or outdoors.
- (d) Pets are not allowed on any gardens, and pet feces must be removed immediately.

This bylaw shall supersede the *Strata Property Act* Standard Bylaw #3, parts 3 and 4.

40. RENTAL RESTRICTIONS

- (a) Pursuant to Section 141 of the *Strata Property Act*, the Strata Corporation may restrict or limit the number of strata lots which may be leased or rented, and for the purpose of this bylaw the following shall be deemed to be a lease or rental:
- i) Any agreement to provide food or lodging to more than two persons who are not a member of the owner's family;
 - ii) Any agreement, lease or license arrangement for short term, transient, commercial or hotel purposes;
 - iii) Any agreement, including a registered agreement for sale, lease with option to purchase or conveyance with agreement to reconvey the substance and effect whereof is to provide for the occupancy of a strata lot and which is intended to circumvent any restriction on rentals as herein contained.
- (b) Pursuant to the said Section 141 of the *Strata Property Act*, the number of strata lots that may be leased or rented shall be restricted to five (5) strata

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lots, in addition to the one (1) strata lot referred to in subparagraph (c) below.

- (c) The restrictions set out in (b) above shall not apply to the strata lot referred to below as long as it is leased or rented by the existing owner, provided always that the within permission to rent shall be deemed to terminate on either the said owner taking up permanent residence in the aforesaid strata lot or upon the sale or disposition by such owner of the strata lot and nothing herein contained shall be construed as permitting the aforesaid owner to sell his/her strata lot as a rental property:

Unit 127 - Gary Brach, Owner

- (d) The restrictions set out in 41 (b) and (c) above shall be enforced and administered by the Strata Council.
- (e) Any owner wishing to lease or rent his/her strata lot shall apply to the Strata Council in writing. On receipt of any application, the Strata Council shall then advise the applicant whether any rental vacancies are available. The strata Council, in approving any rental application, shall consider all applications in the order received, and shall keep a current waiting list.
- (f) An owner who is in arrears with assessments or fines shall not be considered for any rental vacancies, and shall lose his/her place on the waiting list.
- (g) Except with respect to the owner referred to in paragraph 41(c) above, permission to rent or lease shall be deemed to terminate on the termination of the existing tenancy by either the owner or the lessee or tenant, or after one year, whichever comes first.
- (h) In no case may a tenant sublet or assign his/her tenancy and all rental agreements shall prohibit the same unless the owner has obtained the prior written consent of the Strata Corporation.
- (i) No owner shall be entitled to priority based solely on having received permission to rent or lease in the past. In no case shall rental permission be granted for more than two consecutive years.
- (j) An owner shall, prior to any lessee or tenant taking occupancy and as a term and condition of such approval, provide a Form K - Notice of Tenant's Responsibilities to the Strata Council.
- (k) In the event that it becomes necessary for the Strata Corporation to commence a legal action against a tenant or lessee, or retain legal counsel in order to enforce any of the provisions of these bylaws, then the

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Strata Corporation shall be entitled to seek full reimbursement from the responsible owner for any and all legal costs of the Strata Corporation on a solicitor and own client basis, and further, the owner hereby nominates the Strata Council as their Attorney for the purpose of giving notice to any tenant or lessee occupying any strata lot in contravention of these bylaws.

- (l) PROVIDED ALWAYS that nothing herein shall restrict an individual owner from leasing or renting his/her strata lot for the purposes of a bona fide vacation once every calendar year for a period not in excess of six (6) months, provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation.
- (m) A fine of not less than ONE HUNDRED DOLLARS (\$100.00) shall be the minimum amount assessable for a breach of the Rental Restriction Bylaws. In addition, nothing herein contained shall be construed as limiting the right of the Strata Corporation to apply for an injunction or declaratory order to prevent continued breaches of the within bylaw and the costs of doing so, including solicitor's costs on a solicitor and own client basis, shall be the responsibility of the owner breaching the bylaw. This bylaw supersedes the *Strata Property Act* Standard Bylaw #23.
- (n) Any owner permitted to rent hereunder, whether as an existing rental under subparagraph (b) or (c) above shall, in writing, advise the Strata Council or resident manager of their name, address and telephone number, or that of their property manager or other local, authorized representative.

41. **SALE and PURCHASE of STRATA LOTS**

- (a) Owners and/or their agents holding open houses shall at all times comply with the following:
 - ii) No signs, arrows or other notices may be placed on the common property or on the public property in proximity to the common property or on vehicles except as approved by the Strata Council;
 - iii) Signs which are approved by the Strata Council must be removed immediately after the open house has ended;
 - iv) At least one representative of the owner or agent shall be present at all times during the open house;

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- v) The conduct of the open house must not interfere in any way with the use of common areas by other residents;
- vi) Open houses shall be held only between the hours of 9:00 a.m. and 9:00 p.m.

42. FINES and ASSESSMENTS

- (a) The Strata Council is hereby empowered to levy fines against any of the owners of strata lots for breaches of any bylaw (except the Rental Restriction Bylaws, which are dealt with under Bylaw 55), rules or regulations according to the following schedule:
 - i) First offense - written warning only;
 - ii) Second offense - \$25.00 fine;
 - iii) Third offense - \$50.00 fine;
 - iv) Fourth and subsequent offenses - \$100.00 fine for bylaw and \$50.00 fine for rule.

This bylaw supersedes the *Strata Property Act* Standard Bylaw #23.

- (b) Provided always that if a breach of a bylaw, rule or regulation continues after written notice from the Strata Council, the Strata Council may elect, in its sole discretion to treat each continuing seven (7) day period during which the breach of bylaw continues after notice, as a new offense. Fines so imposed are due and payable on the first day of the month following their imposition and shall be deemed to form part of the next month's assessment and be collectable in like manner.
- (c) In accordance with the *Strata Property Act* Standard Bylaw #1, assessments are due and payable on the first (1st) business day of each month and a late payment penalty of TWENTY-FIVE (\$25.00) DOLLARS shall be assessed against any owner who is five (5) days in arrears. This penalty shall be applied for each and every month the strata assessment account remains in arrears and shall become part of the next month's assessment.
- (d) The Strata Council shall assess a penalty on all N.S.F. (Non Sufficient Funds) cheques as charged to the Strata Corporation by their bank from time to time in addition to any fines levied under bylaw 43 (c) above.

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43. **ADDITIONAL STRATA COUNCIL POWERS and RESPONSIBILITIES**

- (a) The Strata Council shall ensure that any new purchaser or any new tenant or lessee receives all copies of the Bylaws, Rules and Regulations.
- (b) The Strata Council in all cases reserves the right to control and limit access into the building and grounds of all peddlers, solicitors, delivery persons and sales persons.
- (c) The Strata Council shall not make an expenditure exceeding ONE THOUSAND (\$1,000.00) DOLLARS which was not set out in the annual budget of the Strata Corporation and approved by the owners at a general meeting, unless such expenditure is required in the case of an emergency which cannot, because of time, be authorized by Special resolution of the Strata Corporation at an Extraordinary General Meeting.
- (d) Within these bylaws, when permission is sought from the Strata Council on any matter, such permission must be submitted in writing, and the Strata Council must respond in writing to the owner, tenant or lessee within 45 days of receipt of the request.
- (e) The Strata Council shall post draft Minutes of any Extraordinary, Special or General Meeting within four (4) weeks of the meeting.
- (f) The Strata Council shall post draft Minutes of any Annual General Meeting within eight (8) weeks of the first meeting of the incoming Council.

44. **CORPORATE SEAL**

The Strata Corporation shall have a common seal, which shall not be used except by authority of the Strata Council previously given and in the presence of the members of the Strata Council or at least two (2) members of it, who shall sign every instrument to which the Seal is affixed.

45. **TEN YEAR PLAN**

The Strata Council shall prepare and maintain a Ten (10) Year Plan for repair and/or replacement of building assets.

END OF VIS1052 BYLAWS