

EXTRACTION FROM WILLS CREEK BY-LAWS – ALTERING A STRATA LOT/COMMON PROPERTY

8. Obtain approval before altering a strata lot

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, 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) the Common Building and Facility;
 - (h) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act; and
 - (i) wiring, plumbing, piping, heating, air conditioning and other services.
- 8.2 The strata corporation must not unreasonably withhold its approval under Bylaw 8.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 8.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

9. Obtain approval before altering common property

- 9.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets, including without limitation the Common Building and Facility.
- 9.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, including without limitation the Common Building and Facility, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council, and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 9.1.

- 9.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets, including without limitation the Common Building and Facility, must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets, including without limitation the Common Building and Facility;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, 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 out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged 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 are 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.
- 9.4 An owner who has altered common property, limited common property or common assets, including without limitation the Common building and Facility, prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 9.5 An owner who, subsequent to the passage of Bylaws 9.1 to 9.3 inclusive, alters common property or limited common property or common assets, including without limitation the Common Building and Facility, without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, including without limitation the Common Building and Facility, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property or common asset, including without limitation the Common Building and Facility. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

- 9.6 An owner must obtain the written approval of the Strata Corporation before making or authorizing a landscaping alteration or improvement to common property, including limited common property or common assets, including without limitation the Common Building and Facility by completing a Landscaping Improvement Request Form.
- 9.7 An owner, as part of its application to the Strata Corporation for permission to alter/improve the landscaping or improvement to the common property, including limited common property or common assets must:
- (a) Obtain written consent from neighbouring affected strata lots, whether there are impacts or not by said improvement/alteration;
 - (b) Provide detailed drawings of the intended improvement/alteration;
 - (c) That alternations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
 - (d) That the standard of work and materials be not less than that of the existing landscaping; and
 - (e) That all work and materials necessary for the improvements/alteration be at the sole expense of the owner and maintained by the owner and any future owners.
- 9.8 Notwithstanding Bylaw 9.1, an owner may install a video surveillance camera in the following locations, provided that the camera meets all specifications as set out in the strata corporation's bylaws, rules or Privacy Policy, without the prior written approval of council:
- (a) on the exterior of the building where their strata lot is located;
 - (b) on the exterior door frame of an entry door to their strata lot; and
 - (c) if applicable, on the interior of an entry door to their strata lot, either over the door viewer or as part of the door viewer.
- 9.9 Any video surveillance camera installed by an owner in the locations set out in Bylaw 9.6 made prior to this bylaw coming into force is an alteration that is deemed to be approved by council.
- 9.10 Council reserves the right to require an owner to remove any video surveillance camera if:
- (a) the camera is located in an area that is not permitted pursuant to Bylaw 9.6;
 - (b) the owner's use of the camera does not comply with the strata corporation's bylaws, rules or Privacy Policy;
 - (c) the area under surveillance is outside of the area described in paragraph 50.5 of these bylaws; or
 - (d) The position of the camera does not comply with the requirement set out in paragraph 50.5 of these bylaws.