

BYLAWS
VR1047 – CHELSEA TERRACE

Amended April 6, 2006

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

1 Payment of strata fees

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

1.2 If an owner is late in paying his or her strata fees, 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.

2 Repair and maintenance of property by owner

2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2.2 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 these bylaws.

3 Use of property

3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

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

3.3 An owner, tenant, occupant or visitor must not :

(a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or 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 owner, tenant or occupant

(c) use any 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 or unreasonably interferes with the comfort of any other owner, tenant or occupant

(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 on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;

(f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;

(g) shake any mops or dusters of any kind, nor 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 or heated water;

(j) allow a strata lot to become unsanitary or a source of odour;

(k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;

(l) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;

(m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;

(n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;

(o) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto;

p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;

(q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line without Council approval;

(r) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

4 Inform strata corporation

4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

4.2 At the beginning of any tenancy, an owner must provide the strata Council with the name and phone number of the tenant(s) moving in to the strata lot. ,

4.3 It is each owner's responsibility to ensure the Strata Corporation is in the possession of a properly completed Form K (Notice of Tenants Responsibilities), within the first two weeks of tenancy. A fine of \$50.00 shall be levied against the strata lot every seven days, until the signed Form K has been received by the Management Company.

5 Obtain approval before altering a strata lot

5.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) balconies or other things attached to the exterior of a building;

(d) doors, skylights or windows (including the casings, the frames and the sills of such doors, skylights or windows 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) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

5.2 The strata corporation must not unreasonably withhold its approval under subsection (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.

5.3 An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

6 Obtain approval before altering common property

6.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

6.2 The strata corporation 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 provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

7 Permit entry to strata lot

7.1 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and

(ii) to ensure compliance with the Act and these bylaws.

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

Division 2 -- Powers and Duties of Strata Corporation

8 Repair and maintenance of property by strata corporation

8.1 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) stairs, balconies and other things attached to the exterior of a building;

(D) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) stairs, balconies and other things attached to the exterior of a building

(e) Damages caused **by a willful or negligent act of owners, tenants, occupants or visitors** to windows, doors and skylights are the responsibility of the owner of the strata lot.

Division 3 -- Council

9 Council size

9.1 The council must have at least 3 and not more than 7 members.

10 Council members' terms

10.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

10.2 A person whose term as council member is ending is eligible for reelection.

11 Removing council member

11.1 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.

11.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

11.3 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 under the Act.

12 Replacing council member

12.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term

12.2 A replacement council member may be appointed from any person eligible to sit on the council.

12.3 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.

12.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

13.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

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

14 Calling council meetings

14.1 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.

14.2 The notice does not have to be in writing,

14.3 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.

14.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15 Quorum of council

15.1 A quorum of the council is

(a) 3, if the council consists of 5 or 6 members, and

(b) 4, if the council consists of 7 members.

15.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

16 Voting at council meetings

16.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

16.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

16.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

17 Council to inform owners of minutes

17.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved. Council may elect to pre-approve the Minutes prior to distribution.

18 Delegation of council's powers and duties

18.1 Subject to subsections 18.2 to 18.4, 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.

18.2 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

18.3 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.

(c) set a maximum of \$500 that may be spent by the management company without prior approval by the Council”.

18.4 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.

19 Spending restrictions

19.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

19.2 Despite subsection 19.1, 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 in an emergency.

19.3 The agent for the strata corporation is not permitted to spend more than \$500 without Council pre-approval.

20 Limitation on liability of council member

20.1 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.

20.2 Subsection 20.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules

21 Maximum fine

21.1 The strata corporation may fine an owner or tenant a maximum of

(a) \$200 for each contravention of a bylaw, and

(b) \$50 for each contravention of a rule.

21.2 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

22 Continuing contravention

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

22.2 The first offence of an activity that constitutes a contravention of a bylaw will result in a fine of \$50. The second offence of an activity that constitutes a contravention of a bylaw or rule will result in a fine of \$100. The third offence of an activity that constitutes a contravention of a bylaw will result in a fine of \$250.

22.3 Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the owner or tenant.

22.4 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

This bylaw shall apply to all bylaw contraventions unless specific exceptions are listed in the bylaws of the Strata Corporation.

Division 5 -- Annual and Special General Meetings

23 Person to chair meeting

23.1 Annual and special general meetings must be chaired by the president of the council.

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

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

24 Participation by other than eligible voters

24.1 Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

24.2 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

25 Voting

25.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

26 Order of business

26.1 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;
- (f) approve minutes from the last annual or special general meeting;
- (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 as listed on the agenda;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

27 Quorum for Adjourned Meeting

27.1 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 6 -- Miscellaneous

28 Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

29 An owner, tenant or occupant of a strata lot shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment must be secure and will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

30 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage

shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

31 Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

32 Parking

32.1 An owner, tenant or occupant must use their parking stalls only for the parking of licensed, roadworthy and insured motor vehicles, trailers, motorcycles or THOSE ROADWORTHY VEHICLES WITH ADEQUATE STORAGE AND 3RD PARTY LIABILITY INSURANCE (PROOF OF WHICH IS REQUIRED), and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

33.1 An owner, tenant or occupant shall not:

(a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

(b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

(c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;

(d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

33.2 An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

34 Move In / Move Out

34.1 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 co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building,

the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.

34.2 An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot. All moves, in or out must be done between 8 a.m. and 8 p.m.

34.3 A fee of \$75.00 to cover normal wear and tear shall be charged to a strata lot for each move-in of that strata lot. Any common area repairs required due to damage caused during a move-in into a strata lot within any building, shall be charged to that strata lot.

34.4 *A fee of \$75, designated as a move-in fee will be charged against a strata lot, **regardless of whether there is furniture moved in, or the elevator is used, every time there is occupant turnover in the strata lot.***

35 Acquisition or Disposition of Personal Property

35.1 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$2,000.

36 Pets

36.1 No animals, livestock, fowl or pets shall be kept within any strata lot or on the common property except as follows:

(a) one or two cats

and/or

only those dogs residing at Chelsea Terrace on March 19, 2002.

(b) The strata council shall establish a register of pets (namely dogs) of owners, existing in the building at March 19, 2002 identifying each dog, its owner and the strata lot in which the dog resides. (adopted September 23, 2002)

(c) The strata corporation shall allow the housing of two domestic cats up to a **maximum of 2 cats each weighing not more than twenty (20) pounds.** All cats must be appropriately registered with the strata corporation, through the strata corporation pet register. (adopted September 23, 2002)

(d) No owner will permit their registered pet to travel in the *common or limited common property* without the animal being carried or leashed *and accompanied.* No owner will permit their registered pet to walk on any exterior **or interior** common **or limited common property** of the strata plan unless controlled on a leash of six feet or less and no owner will permit their registered pet to foul any areas within the strata plan.

(e) The council shall have the authority to levy fines of \$200 per month for any infraction of this bylaw. Fines are levied against the strata lot owner.

(f) The Strata Council may, upon proper notice according to the Strata Property Act, order a pet to be removed from the premises if the pet bylaws are breached.

37 Rentals

The number of residential strata lots within Strata Plan VR 1047 that may be leased by the owners shall be twenty eight . In the event an owner leases his strata lot in contravention of the bylaw the strata lot in question shall be assessed a penalty of \$300 per month for each month the strata lot is leased and the Strata Corporation shall at the cost of the strata lot involved, take all steps necessary to terminate the tenancy agreement or lease on behalf of the strata lot owner. Owners on record at the time of passing of this bylaw, December 31, 1998, will be grand fathered.

[adopted December 1998]

Rationale: The rental restriction will apply only to those owners who purchase after December 31, 1998. An owner who purchases after December 31, 1998 can only rent out their suite if the total is below the limit of twenty-eight units. This restriction does not apply to present owners who will always be able to rent out their suite regardless of the number.

December 31, 1998

Division 7– Insurance

38 In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that: if the origin of the loss is within the interior confines of an individual Strata Lot, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the careless, negligent or inattentive acts of a Strata Lot owner causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.

In the event that an owner or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Strata Lot owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility supply line or sewer system that extends from common property into an individual unit, in which case the deductible shall be the responsibility of the Strata Corporation. It is further agreed and understood that where any loss or damage originates from "common property" as defined in the Strata Property act and is not the responsibility of the Strata Lot owner as previously defined, the deductible shall then be the responsibility of the Strata Corporation.

Damage to personal property of an owner or occupant of the unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by the present owner from those originally installed shall be the responsibility of the owner.