

# THE OWNERS, STRATA PLAN LMS 739

## Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

## Separate Sections

### 1. Separate Sections

- 1.1 Strata lots 65 to 84 inclusive (the "**Townhouse Strata Lots**") form a separate section within the strata corporation consisting of all of the townhouse-style strata lots at LMS 739 and bearing the name "Section 1 of The Owners, Strata Plan LMS 739" (the "**Townhouse Section**").
- 1.2 Strata lots 1 to 64 and 85 to 154 (the "**Apartment Strata Lots**") inclusive form a separate section within the strata corporation consisting of all of the apartment-style strata lots at LMS 739 and bearing the name "Section 2 of The Owners, Strata Plan LMS 739" (the "**Apartment Section**").

## Common Expenses

### 2. Operating Expenses of the strata corporation

- 2.1 Subject to section 100 of the Act and the Strata Property Regulations, operating expenses that are not payable by the Townhouse Section or the Apartment Section will be paid from the operating budget for the strata corporation and must be borne by the owners of the strata lots comprising the strata corporation in accordance with the following formula established by Section 99 of the Act:

$$\frac{\text{unit entitlement of strata lot}}{\text{total unit entitlement of all strata lots in the strata corporation}} \times \text{contribution to operating fund of the strata corporation}$$

### 3. Operating Expenses to be paid by a Separate Section

#### *Operating Expenses of the Townhouse Section*

- 3.1 Subject to section 100 of the Act and the Strata Property Regulations, operating expenses that are payable by the Townhouse Section, including but not limited to the following:
  - (a) the cost of any utilities that have been separately metered to the Townhouse Section; and
  - (b) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Townhouse Section's duty to repair and maintain under bylaw 16.1,

will be paid from the operating budget for the Townhouse Section and must be borne by the owners of the strata lots comprising the Townhouse Section in accordance with the following formula established by section 195 of the Act:

$$\frac{\text{unit entitlement of townhouse strata lot}}{\text{total unit entitlement of all townhouse strata lots}} \times \text{contribution to operating fund of Townhouse Section}$$

***Operating Expenses of the Apartment Section***

3.2 Subject to section 100 of the Act and the Strata Property Regulations, operating expenses that are payable by the Apartment Section, including but not limited to the following:

- (a) the cost of any utilities that have been separately metered to the Apartment Section; and
- (b) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Apartment Section’s duty to repair and maintain under bylaw 16.2,

will be paid from the operating budget for the Apartment Section and must borne by the owners of the strata lots comprising the Apartment Section in accordance with the following formula established by Section 195 of the Act:

$$\frac{\text{unit entitlement of apartment strata lot}}{\text{total unit entitlement of all apartment strata lots}} \times \text{contribution to operating fund of the Apartment Section}$$

**4. Contingency Reserve Expenses to be paid by a Separate Section**

***Contingency Reserve Expenses of the Townhouse Section***

4.1 Subject to section 100 of the Act and the Strata Property Regulations, contingency reserve expenses that are payable by the Townhouse Section, including but not limited to the he cost of any necessary maintenance, repair and replacements of the areas that form part of the Townhouse Section’s duty to repair and maintain under bylaw 16.1, will be paid from the contingency reserve fund for the Townhouse Section and must borne by the owners of the strata lots comprising the Townhouse Section in accordance with the following formula established by section 195 of the Act:

$$\frac{\text{unit entitlement of townhouse strata lot}}{\text{total unit entitlement of all townhouse strata lots}} \times \text{contribution to contingency reserve fund of Townhouse Section}$$

***Contingency Reserve Expenses of the Apartment Section***

Subject to section 100 of the Act and the Strata Property Regulations, contingency reserve expenses that are payable by the Apartment Section, including but not limited to the cost of any necessary maintenance, repair and replacements of the areas that form part of the Apartment

Section's duty to repair and maintain under bylaw 16.2, will be paid from the operating budget for the Apartment Section and must borne by the owners of the strata lots comprising the Apartment Section in accordance with the following formula established by Section 195 of the Act:

$$\frac{\text{unit entitlement of apartment strata lot}}{\text{total unit entitlement of all apartment strata lots}} \times \text{contribution to contingency reserve fund of the Apartment Section}$$

**Duties of Owners, Tenants, Occupants and Visitors**

**5. Compliance with bylaws and rules**

5.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

**6. Payment of strata fees and special levies**

6.1 An owner must pay strata fees to the strata corporation and the applicable separate section on or before the first day of the month to which the strata fees relate.

6.2 Where an owner fails to pay strata fees to the strata corporation or a separate section in accordance with bylaw 6.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$100.00 for each contravention of bylaw 6.

6.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques and the applicable separate section or its agent each for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

6.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 6.3 is a contravention of bylaw 6.3 and the strata corporation or the separate section, as applicable, will levy a fine of \$100.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.

6.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

6.6 Failure to pay a special levy on the due date will result in a fine of \$100.00 for each contravention of bylaw 6.5.

6.7 Where an owner fails to pay a special levy in accordance with bylaw 6.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

6.8 Upon the request of a separate section, the strata corporation shall file a lien on a strata lot with respect to any arrears which are lienable under section 116 of the Act and that are owing by a strata lot owner to the separate section.

## **7. Repair and maintenance of property by owner**

- 7.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation or a separate section under these bylaws.
- 7.2 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 or a separate section under these bylaws.
- 7.3 An owner must have their gas fireplace cleaned annually.

## **8. Use of property**

- 8.1 A resident 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
- 8.2 A resident 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 or a separate section must repair and maintain under these bylaws or insure under section 149 of the Act.
- 8.3 No resident shall operate a washer, dryer, dishwasher or garburator between the hours of 10:00 pm and 7:00 am, excluding the townhouses.
- 8.4 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 8.5 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "**responsible**", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner. For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

8.6 No owner who owns a second or third floor strata lot in any of the Strata Corporation's apartment buildings is allowed to install ceramic tiles, hardwood floors or any other non-carpeted surface to their suites, excluding kitchen, bathrooms and suite entrances.

## **9. Pets and animals**

[NOTE TO READER: The pet restrictions set out in bylaws 9.1, 9.3 and 9.4 were first approved by the owners at the general meeting held on June 19, 2008 and filed in the Land Title Office under registration no. BB0987017. They have not been repealed or replaced since that date and is amended only as part of these bylaws.]

9.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

9.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

9.3 The keeping of pets in a strata lot is restricted to the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) dog and/or cat – total, not to exceed two (ie 2 dogs, 2 cats or 1 dog and 1 cat);

(e) dogs must not exceed 20 lbs. (9.07 kg) at maturity.

9.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

9.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the strata council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 9) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

9.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.

9.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

- 9.8 A resident whose pet contravenes bylaw 9.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 9.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 9.10 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress, and the resident or visitor must carry the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator, if any.
- 9.11 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 9.12 No aggressive dog breeds, such as pit bulls, Dobermans and rottweilers shall be permitted.
- 9.13 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 9.14 A resident who contravenes any of bylaws 9.1 to 9.7 (inclusive) or 9.9 to 9.13 (inclusive) will be subject to a \$200.00 fine.

## **10. Inform strata corporation**

- 10.1 An owner must notify the strata corporation and the applicable section within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 10.2 On request by the strata corporation or a separate section, a tenant must inform the strata corporation or the separate section of the tenant's name and the strata lot which the tenant occupies.

## **11. Obtain approval before altering a strata lot**

- 11.1 An owner must obtain the written approval of the strata corporation and the applicable separate section 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) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
  - (h) wiring, plumbing, piping, heating, air conditioning and other services
- 11.2 The strata corporation and a separate section must not unreasonably withhold its approval under bylaw 11.1, 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 and the applicable separate section for any future costs in connection with the alteration.
- 11.3 An owner intending to apply to the strata corporation and a separate section for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

## **12. Obtain approval before altering common property**

- 12.1 An owner must obtain the written approval of the strata corporation and the applicable separate section before making or authorizing an alteration to common property, including limited common property or common assets.
- 12.2 An owner, as part of its application to the strata corporation and the applicable separate section for permission to alter common property, limited common property or common assets, 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 applicable executive council; and
  - (c) obtain the consent of the owners by written approval of the strata council and the applicable executive council under bylaw 12.1.
- 12.3 The strata corporation and the applicable separate section 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 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 and the applicable separate section as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

- (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, the applicable separate section, their respective 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 and the applicable separate section 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 the applicable separate section, and shall become due and payable on the due date of payment of monthly strata fees.

12.4 An owner who has altered common property, limited common property or common assets 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 and the applicable separate section as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

12.5 An owner who, subsequent to the passage of bylaws 12.1 to 12.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, 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 or the applicable separate section may conduct the restoration, at the expense of the owner who altered the common property or limited common property. 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.

### **13. Renovations/alterations**

13.1 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

13.2 An owner of a strata lot of the Apartment Section must ensure the elevator is protected with proper wall pads and floor coverings.

13.3 A resident must be responsible to ensure:

- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
- (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;

13.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To



perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the strata council and the applicable executive council at least five business days before the holiday date.

- 13.5 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 13.6 An owner in contravention of bylaws 13.1 to 13.5 (inclusive) shall be subject to a maximum fine \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

#### **14. Permit entry to strata lot**

- 14.1 A resident or visitor must allow a person authorized by the strata corporation or a separate section to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or a separate section to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act.
- 14.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation or a separate section.
- 14.3 The notice referred to in bylaw 14.1(b) must include the date and approximate time of entry, and the reason for entry.

#### **Powers and Duties of Strata Corporation**

#### **15. Repair and maintenance of property by strata corporation**

- 15.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation; and
  - (b) common property that has not been designated as limited common property or the responsibility of a section to repair and maintain under bylaws 16.1 or 16.2, as applicable, which includes the roadways and the fencing that borders the boundaries of Strata Plan LMS 739.

#### **16. Repair and maintenance of property by a separate section**

- 16.1 The Townhouse Section must repair and maintain all of the following:
- (a) common assets of the Townhouse Section;
  - (b) the following areas or components of common property:

- (i) the structures of Buildings E, F, G and H;
  - (ii) the exteriors of Buildings E, F, G and H, including cladding, roofing, and exterior facing windows and doors;
  - (iii) the mechanical, plumbing, fire and electrical systems that service the Townhouse Strata Lots only;
  - (iv) the retaining walls for Buildings E, F, G and H only and
  - (v) the areas of landscaping identified in the attached plan;
- (c) the repair and maintenance of the decks (including deck railings) that are designated for the exclusive use of each of the Townhouse Strata Lots that, in the ordinary course of events, occurs less often than once a year;
- (d) the Townhouse Strata Lots but the duty to repair and maintain is restricted to the following:
- (i) the structure of a building, and
  - (ii) doors, windows and skylights on the exterior of a building or that front on common property.

16.2 The Apartment Section must repair and maintain the following:

- (a) common assets of the Apartment Section;
- (b) the following areas or components of common property:
  - (i) the structures of Buildings A, B, C and D;
  - (ii) the exteriors of Buildings A, B, C and D, including cladding, roofing, and exterior facing windows and doors;
  - (iii) the mechanical, plumbing, fire and electrical systems that service Buildings A, B, C and D only;
  - (iv) the amenity rooms, hallways, elevators, parkades and other interior common property areas within Buildings A, B, C and D;
  - (v) the retaining walls for Buildings A, B, C and D only;
  - (vi) the areas of landscaping identified in the attached plan;
- (c) the repair and maintenance of the balconies (decks) and patio (including balcony (deck) and patio railings) that are designated for the exclusive use of each of the Apartment Strata Lots that, in the ordinary course of events, occurs less often than once a year;
- (d) the Apartment Strata Lots but the duty to repair and maintain is restricted to the following:

- (i) the structure of a building, and
- (ii) doors, windows and skylights on the exterior of a building or that front on common property.

## **Strata Council and Executive Council**

### **17. Council size**

- 17.1 Each council must have at least 3 and not more than 7 members.
- 17.2 The Strata Corporation Council shall consist of a minimum of 1 Townhouse Owner. *(CA6419817, AGM, August 10,2017)*

### **18. Council eligibility**

- 18.1 The spouse of an owner may stand for council.
- 18.2 No person may stand for council or continue to be on a council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

### **19. Council members' terms**

- 19.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 19.2 A person whose term as council member is ending is eligible for re-election.

### **20. Removing council member**

- 20.1 Unless all the owners are on the council, the strata corporation or a separate section may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more members of the applicable council. The strata corporation or a separate section, as applicable, must pass a separate resolution for each council member to be removed.
- 20.2 After removing a council member, the strata corporation or a separate section, as applicable, may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 20.3 If the strata corporation or a separate section removes all of the council members, the strata corporation or a separate section, as applicable, must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation or the separate section for the remainder of the term.
- 20.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation or a separate section, as applicable, even if the absence of the members being replaced leaves the council without a quorum.

20.5 A replacement council member appointed pursuant to bylaws 20.2 and 20.4 may be appointed from any person eligible to sit on the council.

## **21. Replacing council member**

21.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

21.3 The council may appoint a council member under bylaw 21.2 even if the absence of the member being replaced leaves the council without a quorum.

21.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 20% of the votes of the strata corporation or a separate section, as applicable, 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.

## **22. Officers**

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

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

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

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

(b) if the president is removed, or

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

22.4 A council may vote to remove an officer.

22.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the remaining members of the applicable council may elect a replacement officer from among themselves for the remainder of the term.

## **23. Calling council meetings**

23.1 Any council member may call a meeting of applicable council by giving the other members of the applicable council at least one week's notice of the meeting, specifying the reason for calling the meeting.

23.2 The notice in bylaw 23.1 does not have to be in writing.

23.3 A council meeting may be held on less than one week's notice if

(a) all members of the applicable council consent in advance of the meeting, or

- (b) the meeting is required to deal with an emergency situation, and all members of the applicable council either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **24. Quorum of council**

24.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

24.2 Members of the applicable council must be present in person at the council meeting to be counted in establishing quorum.

## **25. Council meetings**

25.1 A council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

25.2 At the option of the applicable council, council meetings may be held by electronic means, so long as all members of the applicable council and other participants can communicate with each other.

25.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

25.4 Owners and spouses of owners may attend meetings of the strata council and the applicable executive council as observers.

25.5 Despite bylaw 25.4, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **26. Voting at council meetings**

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

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

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

## **27. Council to inform owners of minutes**

27.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## **28. Delegation of council's powers and duties**

28.1 Subject to bylaws 28.2, 28.3 and 28.4, a council may delegate some or all of its powers and duties to one or more members of the applicable council or persons who are not members of the applicable council, and may revoke the delegation.

28.2 A 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 bylaw 29.2.

28.3 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.

28.4 A 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

## **29. Spending restrictions**

29.1 A person may not spend the money of the strata corporation or a separate section, as applicable, unless the person has been delegated the power to do so in accordance with these bylaws.

## **30. Limitation on liability of council member**

30.1 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.

- 30.2 Bylaw 30.2 does not affect a council member's liability, as an owner, for a judgment against the strata corporation or a separate section, as the case may be.
- 30.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

### **Enforcement of Bylaws and Rules**

#### **31. Fines**

- 31.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation or a separate section may fine an owner or tenant:
- (a) up to \$200.00 for each contravention of a bylaw, and
  - (b) up to \$50.00 for each contravention of a rule.
- 31.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation or the applicable separate section, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

#### **32. Continuing contravention**

- 32.1 Except where specifically stated to be otherwise in these bylaws, 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.

### **Annual and Special General Meetings**

#### **33. Quorum of meeting**

- 33.1 If within 1/4 hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 33.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting. *(CA7044258, AGM, August 29, 2018)*

#### **34. Person to chair meeting**

- 34.1 Annual and special general meetings must be chaired by the president of the applicable council.
- 34.2 If the president of the applicable council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

### **35. Participation by other than eligible voters**

35.1 Tenants and occupants may attend annual and special general meetings of the strata corporation and the applicable separate section, whether or not they are eligible to vote.

35.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

35.3 Tenants 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.

### **36. Voting**

36.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised at the applicable general meeting if:

- (a) the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act; or
- (b) the applicable separate section is entitled to request that the strata corporation register a lien against that strata lot in accordance with bylaw 6.8.

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

36.3 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.

36.4 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.

36.5 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.

36.6 If there is a tie vote at an annual or special general meeting, the president of the applicable council, or, if the president is absent or unable or unwilling to vote, the vice president of the applicable council, may break the tie by casting a second, deciding vote.

36.7 Despite anything in bylaws 37.4 to 37.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **37. Electronic attendance at meetings**

37.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

37.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.



### **38. Order of business**

38.1 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation or a separate section, as applicable, under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Voluntary Dispute Resolution**

#### **39. Voluntary dispute resolution**

39.1 A dispute among owners, tenants, the strata corporation, a separate section or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

39.2 A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

39.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Small Claims Court Proceedings**

#### **40. Authorization to proceed**

40.1 The strata corporation or a separate section may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation or the separate section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

### **Marketing Activities by Owners and Occupants**

#### **41. Sale of a strata lot**

41.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

### **Insurance**

#### **42. Insuring against major perils**

42.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

#### **43. Resident insurance**

43.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

### **Storage**

#### **44. Storage lockers and bicycle storage**

44.1 A resident must store bicycles and tricycles only in their locker or inside their strata lot.

44.2 A resident must not store any hazardous or flammable substances in storage lockers.

44.3 All items must be stored within the designated locker unit, as assigned per purchase agreement.

## **Parking**

### **45. Parking**

45.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.

45.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

45.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

45.4 An owner must not sell, rent or licence parking stalls to any person other than an owner or occupant.

45.5 A resident must park only in the parking stall assigned to the resident.

45.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

45.7 Any resident's vehicle parked in violation of bylaw 45.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

45.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

45.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.

45.10 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

45.11 A resident shall not leave their garage remote in their vehicle while parked in the underground.

### **46. Visitor Parking**

46.1 The parking stalls (20 in total in front of buildings 9940, 9942, 9946 & 9948) are designated visitor parking and are for the exclusive use of visitors.

46.2 Residents are not permitted to park in the visitor's parking, the exception being a grace period of 15 minutes. Visitor's parking is for visitors only.

46.3 There is no parking in these stalls between 2:00 am and 6:00 am. An assigned towing company patrols the lot between 2:00 am and 6:00 am and any vehicle parking in these stalls will be towed immediately at the owner's risk and expense.

- 46.4 All roadways are designated fire lanes and parking is prohibited on either side. If a car is parked in the fire lane it will be towed at the owner's risk and expense.

## **Moving**

### **47. Moving in/out procedures**

- 47.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by a council from time to time.
- 47.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 8:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 47.3 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 47.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 47.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 47.6 A resident must pay a refundable damage deposit of \$500.00, whether in or out, 48 hours prior to any move and any expenses incurred by the strata corporation or a separate section, as applicable, attributable to the resident and all fines levied will be deducted from the deposit.
- 47.7 A resident contravening bylaws 47.1 to 47.6 (inclusive) shall be subject to a fine of up to \$200.00.
- 47.8 A non-refundable fee of \$150.00 will be levied on all move-ins to apartment suites to defray the wear and tear costs of the moves on the Strata Corporation property. Such fee will be added to the account of the purchaser after the title is complete or, the owner in the case of a rental unit, and is payable within 30 days of occupancy of a suite by the owner or tenant.

## **Appearance of strata lots**

### **48. Cleanliness**

- 48.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation or a separate section to remove such refuse will be charged to the strata lot owner.
- 48.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

- 48.3 All garbage and recycling containers in the townhomes must be stored in the garage or backyard until pick up day.

## **Rentals and Other Accommodation**

### **49. Residential rentals**

- 49.1 The number of Strata Lots within the Strata Corporation that may be rented at any one time is limited to thirty-six (36) for the Apartment Section and two (2) for the Townhouse Section. *(CA6419817, AGM, August 10, 2017)*
- 49.1 An owner wishing to rent a strata lot must apply in writing to the strata council for permission to rent before entering into a tenancy agreement.
- 49.2 If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 49.1, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the strata council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the strata council based upon the date of the request for permission to rent.
- 49.3 If the limit stated in bylaw 49.1 has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the strata council shall grant permission and notify the owner of the same in writing as soon as possible.
- 49.4 An owner receiving permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the strata council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed rented for the purposes of the limit stated in bylaw 49.1.
- 49.5 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and the applicable separate section and a Notice of Tenant's Responsibilities in Form K.
- 49.6 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 49.7 Where an owner rent a strata lot in contravention of bylaws 49.1, 49.2 or 49.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the rental or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

### **50. Other Accommodation**

- 50.1 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. Without limiting

the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot

## **Visitors and Children**

### **51. Children and supervision**

- 51.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the rights of quiet enjoyment of others.
- 51.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the quiet enjoyment of others.
- 51.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.
- 51.4 Any resident in violation of bylaws 51.1 to 51.3 inclusive shall be levied a fine of \$100.00 for each incident.

## **Miscellaneous**

### **52. Miscellaneous**

- 52.1 Car washing is not permitted anywhere on common property with the exception of parking stalls of owners comprising the Townhouse Section.
- 52.2 A resident or visitor must not smoke on common property. For the purposes of this bylaw 52.2, the following definitions apply:
  - (a) “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);
  - (b) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.A resident or visitor must not smoke or vape anywhere on or within Strata Plan LMS 739, including in a strata lot. *(CA7044259, AGM, August 29, 2018)*
- 52.3 A resident or visitor must not use or store barbecues on common property.
- 52.4 A resident or visitor must not use an open flame barbecue; only gas or electric barbecues are permitted.
- 52.5 The use of a barbecue is prohibited between the hours of 9:00 pm and 10:00 am.
- 52.6 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 52.7 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.

- 52.8 A resident must not permit any person to play or loiter in the garden areas.
- 52.9 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 52.10 Subject to bylaw 41, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 52.11 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 52.12 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 52.13 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 52.14 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 52.15 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 52.16 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 52.17 A refundable cash deposit of \$100.00 must be paid in order to rent the use of the Amenity Room. The deposit will be refunded if the Amenity Room meets the cleanliness requirements of the Amenity Room caretaker.
- 52.18 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- 52.19 No resident in the apartment section is allowed to dispose of garbage in the townhouse garbage refuge container.
- 52.20 The owners of any ground floor apartment are allowed to extend their maximum 4 foot high cedar hedge to cover any or all of their front windows. The expense for installation and maintenance is the responsibility of the owner.
- 52.21 The strata council has the right to install up to two satellite dishes on building D to service all 154 strata lots.

- 52.22 There are no live Christmas trees allowed in any strata lot or on limited common property, except for the townhouse strata lots.
- 52.23 a) Video surveillance is installed in the following common areas of the building: lobbies and parkades. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- b) The video files will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which related to the safety and security of the building and its occupants.
- c) The video files are stored for a period up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- d) The personal information of residents and visitors will only be viewed or disclosed as follows:
- i. Law enforcement in accordance with bylaw 52.23(c);
  - ii. The caretakers of the Strata Corporation and Council members in accordance with bylaw 52.23(c); and
  - iii. In the event of an incident in which they are involved or affected, a resident may request a copy of the applicable video file.
- e) In installing and/or maintaining the system described herein, the Strata Corporation makes no representations or guarantees that the system will be fully operational at all times. The Strata Corporation is not responsible or liable to any resident or visitor in any capacity (including failure to maintain, repair, replace, locate or monitor the system, whether arising from negligence or otherwise) or personal property in any area monitored by any of the systems.

End of Bylaws