



**STRATA PLAN LMS 2002  
GEORGIAN GARDENS**

**BYLAWS**

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Strata Plan LMS 2002  
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**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" mean collectively, Owners. Tenants and occupants and "a resident" mean collectively, an Owner, a tenant and an occupant.

**DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**1 Compliance with Bylaws and Rules**

- (1) All owners, tenants, occupants and visitors must comply strictly with the Bylaws and rules of the Strata Corporation adopted from time to time.

**2 Payment of Strata Fees and Special Levies**

- (1) Any owner owing their monthly contribution to the administrative expenses and contingency reserves, as set from time to time, shall pay their monthly contribution by the first day of each month.
- (2) Where an owner fails to pay strata fees in accordance with bylaw 2 (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 \$50.00 for each contravention of bylaw 2 (1).

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

- (3) Failure to pay a special levy on the due date will result in a fine of \$50 for each contravention of bylaw 2 (4).
- (4) Where an owner fails to pay a special levy in accordance with bylaw 2 (4), outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.
- (5) Any owner who is charged a penalty under these Bylaws, may dispute the penalty by writing to the Strata Council within 30 days. The decision of the Strata Council in such disputes will be final.

- (6) The fiscal year of LMS 2002 shall be July 1 to June 30.

### **3 Repair and Maintenance of Property by Owner**

- (1) An owner, tenant or occupant 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) 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.

### **4 Use of Property**

- (1) An owner, tenant, occupant or a 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.
- (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) An owner is responsible for any damage caused by occupants, tenants or visitors to the Owner's strata lot.
- (4) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the Owner's act, omission, negligence or carelessness or by that of an resident's visitors, occupants, employees, agents, tenants or a member of the Owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of Bylaws 4 (1), 4 (2) and 4 (3), any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.

- (5) An owner, tenant, occupant or a visitor must not use, or, permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Council, a resident must not allow more than two persons to occupy a strata lot originally designated by the Owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the Owner developer as a two bedroom unit. For the purposes of this Bylaw 0, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an Owner, occupant or tenant of a strata lot.
- (6) An owner, tenant or occupant who alleges hardship as a result of the passage of Bylaw 0 may appeal to the Council for permission to be exempt from Bylaw 0 on the basis of hardship and the Council must not unreasonably refuse the appeal.
- (7) No owner, tenant, occupant or a visitor shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal Bylaw.
- (8) Each and every owner shall make their own agreement with and pay separately utilities such as telephone, electricity and cablevision services.
- (9) A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

## **5 Pets and Animals**

- (1) A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these Bylaws.
- (2) The keeping of pets in a strata lot is restricted to two pets, neither of which shall stand more than 12 (twelve) inches at maturity, as measured from the shoulder to the ground or weigh more than ten kilograms, unless approved by the Strata Council in writing. Despite the foregoing, a resident or visitor must not keep or harbor any of the following in or on the strata lot or the common property, including limited common property
  - (a) a dog; or
  - (b) an exotic pet, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

- (3) A resident must apply to the council for written permission to keep a pet (a "**Permitted Pet**") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 5 ) and by providing, in writing, the name of the Permitted Pet, type of pet, colour and markings, together with the name, strata lot number and telephone number of the pet owner. For the purposes of this bylaw 5 , Permitted Pets include any dog that was residing in a strata lot as of June 22, 2006, when this prohibition on the keeping of dogs was originally approved by the owners.
- (4) 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 council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (5) A resident or visitor must ensure that all Permitted pets are leashed or otherwise secured when 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 will be delivered to the municipal pound at the cost of the strata lot owner.
- (6) All Permitted Pets must be taken to a specified area on the common property to do their business. This is the area along the side of the property at the top of the Royal Bank parking. Every pet owner resident will be responsible for the immediate removal of the pet's waste on the common property.
- (7) A pet owner must ensure that a Permitted Pet is kept quiet and controlled at all times.
- (8) 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) 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.
- (10) 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.
- (11) No pet shall be left unattended on common or limited common property.
- (12) No dog or cat that is permitted under this bylaw 5 may be left unattended in a strata lot for a period exceeding twenty-four hours.



- (13) A resident whose pet contravenes bylaw 5 (4) will, in addition to any fine levied in accordance with these Bylaws, 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.

## **6 Inform Strata Corporation**

- (1) A new Owner must notify the Strata Corporation within two weeks after becoming a resident, giving the Owner's name(s), Strata Lot number, along with the full names of all people who will be living at this Strata Lot, and a contact telephone number for home and emergencies. Licence plate numbers, make, model and colour must be given of all vehicles that will be parked in our building, and all pets the new owner(s) brought with them. The Strata Corporation reserves the right to ban immediately any pet that is barred by the Strata Bylaws of LMS 2002.
- (2) An incoming tenant of a grand-fathered strata lot must inform the Strata Corporation of his/her name, and the Strata Lot number which the tenant is occupying, within two weeks after the move-in date. The tenant must also provide the full names of all people who will be living at the Strata Lot, and a contact telephone number for both before and after the move-in date. The tenant must also provide details of all pets they intend bringing with them, and full particulars of vehicles that will be parked in our building.
- (3) Communication between *Residents* and Council shall be in writing; signed by the resident and shall be directed to the property manager or deposited in the Strata Council's mail box.

## **7 Obtain Approval before Altering a Strata Lot**

- (1) An owner, tenant or an occupant must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) 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.

- (2) The Strata Corporation must not unreasonably withhold its approval under bylaw 7 (1), but may require as a condition of its approval that the resident agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.
- (3) Bylaw 5 (3) of the Schedule of Bylaws to the Act does not apply to the Strata Corporation.
- (4) An owner tenant or an occupant intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

## **8 Obtain Approval before Altering Common Property**

- (1) An owner, tenant or an occupant must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property of common assets.
- (2) An owner, tenant or an occupant, as part of its application to the Strata Corporation 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, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
  - (c) obtain the consent of the residents by written approval of the Strata Council under Bylaw 9 (1).
- (3) The Strata Corporation may require, as a condition of its approval, that the resident 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 resident;

- (d) that the owner 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 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 resident, indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the Owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that Owner and shall be added to and become part of the strata fees of that resident for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (4) An owner, tenant or an occupant *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 as a result, directly or indirectly, of the alteration, must be borne by the Owner *who* has benefited from the alteration.
  - (5) An owner, tenant or an occupant who, subsequent to the passage of Bylaws 9 (1) to 9 (3) inclusive, alters common property or limited common property without adhering strictly to these Bylaws, must restore, at the resident'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 may conduct the restoration, at the expense of the resident *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 resident for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## **9 Renovations/Alterations**

- (1) An owner, tenant or an occupant must give the Council two working days' prior notice of the scheduled arrival of trades-persons or delivery of materials. Trades-persons must be licensed and bonded. Inadequate notice or work by unlicensed or un-bonded trades-persons will result in the levy of fines.
- (2) An owner, tenant or an occupant must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.

- (3) An owner, tenant or an occupant must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the Owner must ensure the elevator is protected with proper wall pads and floor coverings. A resident must not permit any renovations/alterations materials to be delivered through the main lobby.
- (4) An owner, tenant or an occupant 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.
- (5) An owner, tenant or an occupant 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 Council at least five business days before the holiday date.
- (6) An owner, tenant or an occupant must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the Council.
- (7) An owner, tenant or an occupant 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 licenses are obtained.
- (8) An owner, tenant or an occupant in contravention of Bylaws 9 (1) to 9 (7) (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **10 Permit Entry to Strata Lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation 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
    - (i) 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 to repair, replace, renew and maintain under these Bylaws or the Act or to insure under section 149 of the Act; or

- (ii) to ensure an owner's compliance with the Act, Bylaws and rules.
- (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.
- (3) The notice referred to in Bylaw 10 (1)(b) must include the date and approximate time of entry, and the reason for entry.

## **11 Annual Fire Safety Inspection**

An owner, tenant, or occupant of a strata lot must grant access to their strata lot for the purpose of performing regularly scheduled maintenance to the in-suite fire safety systems. The strata corporation will give a minimum of three weeks written notice of the date for in-suite fire safety systems servicing. If an owner, tenant or occupant fails to grant access to their strata lot on the date of service, the strata lot owner must make their own arrangements at their cost within 7 days to have the necessary works completed using the strata corporation's approved service provider. Failure to comply within 7 days will result in the strata lot owner being fined \$200.00 with this fine recurring every 7 days until such time that the works are completed.

## **12 Dryer Duct Cleaning**

An owner, tenant, or occupant of a strata lot must grant access to their strata lot for the purpose of performing regularly scheduled maintenance to the in-suite dryer ducts. The strata corporation will give a minimum of three weeks written notice of the date for in-suite dryer duct systems servicing. If an owner, tenant or occupant fails to grant access to their strata lot on the date of service, the strata lot owner must make their own arrangements at their cost within 7 days to have the necessary works completed using the strata corporation's approved service provider.

Failure to comply within 7 days will result in the strata lot owner being fined \$200.00 with this fine recurring every 7 days until such time that the works are completed.

### **DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION**

## **13 Repair and Maintenance of Property by Strata Corporation**

- (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:
  - (d) repair and maintenance that in the ordinary course of events occurs less often than once a year; and

- (e) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (iv) doors, windows and skylights on the exterior of a building or that front on common property;
  - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (f) 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) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (iv) doors, windows and skylights on the exterior of a building or that front on common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **DIVISION 3 – COUNCIL**

#### **14 Council Size**

- (1) The Council must have at least 3 and not more than 7 members.

#### **15 Council Eligibility**

- (1) The spouse of an Owner may stand for Council.
- (2) 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 section 116(l) of the Act.
- (3) No person may stand for Council if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or rules for which the Owner is responsible under section 131 of the Act.

## **16 Council Members' Terms**

- (1) The term of office of a Council member ends at the end of the Special General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for re-election.

## **17 Removing Council Member**

- (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more Council members. The Strata Corporation must pass a separate resolution for each Council member to be removed.
- (2) In this bylaw 17 (1), a two-thirds (2/3) vote means a vote in favour of a Resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- (3) 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 or the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (4) If the Strata Corporation removes all of the Council members, the Strata Corporation 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 for the remainder of the term.
- (5) The Council may appoint the remaining Council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the Council without a quorum.
- (6) A replacement Council member appointed pursuant to Bylaw 18 (2) or may be appointed from any person eligible to sit on the Council.

## **18 Replacing Council Member**

- (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.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under Bylaw 17 (2) even if the absence of the member being replaced leaves the Council without a quorum.

- (4) If all the members of the Council resign or are unwilling or unable to act, 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.

## **19 Officers**

- (1) At the first meeting of the Council held after each Special General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice-President.
- (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.
- (4) The Strata Council may vote to remove an officer.
- (5) If an officer other than the President is removed, resigns, is unwilling or for the remainder of the term is unable to act, the Council members may elect a replacement officer from among themselves for the remainder of the term.
- (6) If any Council member is not in attendance for three scheduled Council meetings in any fiscal year, he/she will be deemed to have resigned from the Council.

## **20 Calling Council Meetings**

- (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.
- (2) The notice in Bylaw 20 (1) does not have to be in writing.
- (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;
  - (c) consent in advance of the meeting; or
  - (d) are unavailable to provide consent after reasonable attempts to contact them.



- (4) Bylaw 14(4) of the Schedule of Bylaws to the Act does not apply to the Strata Corporation.

## **21 Requisition of Council Hearing**

- (1) By application in writing, a resident may request a hearing at a Council meeting stating the reasons for the request.
- (2) Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under Bylaw 20 (1), the Council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the Council of the application.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the date of the hearing.

## **22 Quorum of Council**

- (1) A quorum of the Council is
  - (a) 2, if the Council consists of 2, 3 or 4 members;
  - (b) 3, if the Council consists of 5 or 6 members; and
  - (c) 4, if the Council consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

## **23 Council Meetings**

- (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (2) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (3) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (4) Owners and spouses of Owners may attend Council meetings as observers.
- (5) Despite Bylaw 21 (1), 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.

## **24 Voting at Council Meetings**

- (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

## **25 Council to Inform Owners of Minutes**

- (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.

## **26 Delegation of Council's Powers and Duties**

- (1) Subject to Bylaws 24 (1), 24 (2) and 24 (3), 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.
- (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 Bylaw 24 (3).
- (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.
- (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;
  - (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.

## **27 Spending Restrictions**

- (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.
- (2) Despite 27 (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.
- (3) Subject to 27 (4) below, if a proposed expenditure has not been approved in the budget or at an Annual or Special Meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to 27 (3) in the same fiscal year, is less than:
  - (a) \$2000.00; or
  - (b) 5% of the total contribution to the operating fund for the current year;whichever is less.
- (4) If the Strata Corporation makes an expenditure under 25.3 above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$500.00 on any single item.
- (5) Notwithstanding 27 (3) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

## **28 Limitation on Liability of Council Member**

- (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.
- (2) Bylaw 26 (1) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.
- (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.

## **DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

### **29 Fines**

- (1) Except where specifically stated to be otherwise in these Bylaws, the Strata Corporation may fine an Owner or tenant:
  - (a) \$100.00 for each contravention of a Bylaw; and
  - (b) \$50.00 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, 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.

### **30 Continuing Contravention**

- (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.

## **DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS**

### **31 Quorum of Meeting**

- (1) If within 15 minutes from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This Bylaw 31 (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.

### **32 Person to Chair Meeting**

- (1) Annual and Special General Meetings must be chaired by the President of the Council.

- (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.
- (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, eligible to vote, who are present at the meeting.

### **33 Participation by Other Than Eligible Voters**

- (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- (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.
- (4) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 11 6(l) of the Act except on matters requiring a unanimous vote, the **vote for a strata lot may not** be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or rules, including legal costs, for which the Owner is responsible under section 131 of the Act.
- (5) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) Despite anything in Bylaws 33 (1) to 33 (8) (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.

### **34 Electronic Attendance at Meetings**

- (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.
- (2) If an Annual or 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.

### **35 Order of Business**

- (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 minutes from the last annual or special general meeting;
  - (f) receive reports of Council activities and decisions since the previous Special General Meeting, including reports of committees, if the meeting is a Special General Meeting;
  - (g) ratify any new rules made by the Strata Corporation under section 125 of the Act;
  - (h) report on insurance coverage in accordance with section 154 of the Act, if the meeting is a Special General Meeting;
  - (i) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is a Special General Meeting;
  - (j) elect a Council, if the meeting is a Special General Meeting;
  - (k) terminate the meeting.

## **DIVISION 6 – VOLUNTARY DISPUTE RESOLUTIONS**

### **36 Voluntary Dispute Resolution**

- (1) A dispute among Owners, tenants, the Strata Corporation 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.

- (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.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

## **DIVISION 7 – SMALL CLAIMS COURT PROCEEDINGS**

### **37 Authorization to Proceed**

- (1) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, 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, employees, agents, tenants or a member of the Owner's family.

### **38 Uninsured Claims and Insurance Deductibles**

An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot as a result of loss or damage for which the owner is responsible but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

## **DIVISION 8 – MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS**

### **39 Sale of a Strata Lot**

- (1) Real estate signs must not be displayed in a strata lot or on the common property.
- (2) A resident or agent of an Owner may not leave open or unlock any entrance door to the Strata Plan for the purpose of "open house" selling. "Open House" is permitted provided that the agent of the resident arranges for an assistant to escort potential buyers to the suite.

## DIVISION 9 – INSURANCE

### 40 Insuring Against Major Perils

- (1) The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

## DIVISION 10 – MISCELLANEOUS

### 41 Storage Lockers and Bicycle Storage

- (1) An owner, tenant or an occupant must store bicycles and tricycles only in the bicycle storage room.
- (2) An owner, tenant or an occupant must not store any hazardous or flammable materials in storage lockers or in the strata lot.
- (3) Without the consent of Council, no part of the common property shall be used for storage.
- (4) Any owner, tenant or an occupant or guest leaving any parked or stored property within any common area of the Strata Plan, does so at their own risk.

### 42 Parking

- (1) A An owner, tenant or an occupant shall use the parking space(s) which has been specifically assigned to the strata lot, save and except for the use of parking arrangements with other residents for the use of parking spaces assigned to such other residents.
- (2) An owner, tenant or an occupant's motor vehicles shall be parked on limited common property in designated parking spaces only: no motor homes, trailers, boats or equipment of any kind shall be parked on any common property, without the approval of the Council.
- (3) No major repairs to motor vehicles etc. shall be carried out on the common property where likelihood of gas, oil or grease could cause inconvenience to other and/or damage to property.
- (4) Guest parking shall be on a first come, first served basis. The visitor parking stalls are for guests or tradesmen, **NOT RESIDENTS** (unless authorized by Council). Any other use contravenes the Bylaw. Vehicles using guest parking may only park a maximum of 24 hours unless previously authorized.
- (5) No vehicle shall park in a manner, which will reduce the width of the garage roadway, neighbours' parking spaces and walkways.
- (6) All vehicles found in unallocated spaces will be removed at the Owner's expense.
- (7) Oil Leaks



- (a) oil leaks and exhaust pollution stains are the responsibility of the resident and must be removed from the resident's parking stall(s) by the resident. After seven (7) days' notice, vehicles causing the leaks or stains must be repaired or removed from strata parking or will be subject to towing at the Strata Owner's expense. A fine shall be assessed to the owner's Strata Lot as per Strata Bylaws, and for every week the above violation exists, under section 28.1, (Continuing Contravention);
  - (b) cardboard and or any other form of ground cover cannot be used under vehicles to absorb vehicle fluids.
- (8) Parking spaces are not to be used for storage of any kind. Any resident found violating this Bylaw will be assessed a fine under Strata Bylaws and invoke Section 28.1 (Continuing Contravention).
  - (9) Only vehicles (Including Motor Cycles) with current liability insurance in force shall be allowed in the parking areas. Parking of vehicles other than those owned, borrowed or leased by an Owner/resident or his/her guest is prohibited. Unlicensed vehicles must be clearly display, open and unfolded on the vehicle dash and visible through the windshield, (or secured to the Motor Cycle seat), a copy of proof of liability insurance (for a minimum of \$1,000,000). After one warning period of seven (7) days, a fine shall be assessed to the owner's Strata Lot for every week the violation exists, as per section 28.1. (Continuing contravention).
  - (10) Maximum speed in the driveway, in the visitor's parking area, and all levels of secured parking is 10 kph.
  - (11) The parking space assigned to a strata lot shall not be rented or leased to non-residents, but may be lent on a casual basis to visitors or guests for a period not exceeding 30 days. Written Strata Corporation permission is required for a longer-term parking stall rental.
  - (12) Vehicles are not to be washed in either of the underground parking areas.
  - (13) Any vehicle parked or stored in the parking area must be in good working order at all times.

### **43 Move In/Move Out**

- (1) An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by Council from time to time.
- (2) An owner must provide notice to the Complex Manager of all moving arrangements at least 48 hours before the moving date. All moves must take place between 8:00 a.m. and 9:00 p.m.

- (3) During a move-in or a move-out the residents must use east or west elevator whichever is closer to their unit. The main elevator cannot be used for moving purposes. If an elevator is being used during a move, please ensure that the Elevator Service Key is used to control the elevator and that the elevator doors are not jammed open in any manner.
- (4) An owner, tenant or an occupant must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move. The owner of the Strata is responsible for any damage done to any common property that occurs during a move in or move out of their strata lot.
- (5) An owner, tenant or an occupant contravening any of Bylaws 43 (1) to 43 (6) (inclusive) shall be subject to a fine of \$100.00.
- (6) The Owner of the strata lot shall be assessed a non-refundable \$200.00 move-in fee at the commencement of the occupancy by the Owner or each new occupancy by a tenant.

#### **44 Cleanliness**

- (1) No spitting or nasal discharge is permitted in common area by order of Surrey Health Department.
- (2) An owner, tenant or an occupant shall not allow his/her strata lot to become unsanitary.
- (3) Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided for that purpose; all garbage shall be bagged and tied before depositing in the container. Any material other than ordinary household refuse and garbage shall be removed from the Strata Plan property at the expense of or by the individual resident.
- (4) All cardboard boxes must be collapsed and placed in the proper container.
- (5) An owner, tenant or an occupant shall not allow their strata lot and/or parking stalls to become dirty and if so, deemed by council, the Strata Council will take necessary steps to render the lot cleaned at the owner's sole expense.
- (6) Refuse, garbage, boxes, bottles, packing cases, construction material or the like, shall not be stored on any stairway, corridor, balcony or any other part of the common property, limited common property, or private property, which is visible from the exterior of the building. Refusal or failure to clean up any area designated to be in contravention of this Bylaw, after reasonable notice by Council, will result in Council assessing a fine and/or making arrangements to have the materials removed at the owners' expense.

#### **45 Recreational Facilities**

- (1) The Recreation facilities are for the use of the residents and their visitors and their use will be governed by the provisions in the Bylaws relating to the use of common property and common facilities and by the Rules and Regulations prescribed by the Council from time to time.
- (2) The Social/Meeting Room will be available for use by residents on an exclusive basis. A non-refundable fee of \$30.00 and a \$200.00 refundable deposit is to be placed with the Council member responsible for room rentals at the time of the reservation. The deposit will be held and may be used to pay for any extra cleaning should it be needed following use. During the rental period, noise must be held to a reasonable level, particularly after 10:00 pm., or fine will be levied. At the end of the rental period the room must be restored to the condition it was in at the start of the rental period. If the room is not cleared of the renter's effects and cleaned by noon the following day, the clearing and cleaning fee will be subtracted from the deposit. The resident/owner of the Strata lot who booked the room will be held responsible for any and all damage or theft that occurred during the rental period and any associated costs will be charged back to the applicable Strata Lot owner in question.
- (3) Deposits for the Social/Meeting room will be refunded only after the room has been inspected by the caretaker and/or one assigned Council member.
- (4) A \$100.00 refundable deposit will be required for any use of the exercise / hot tub room which requires a "Special Key" for an access. The said deposit will be refunded upon the return of the "Special Key".

#### **46 Complex Manager**

- (1) The duties of the Complex Manager are restricted to the common areas only; or as directed by the Council-except in emergencies.
- (2) No Owner or resident will contact the Complex Manager prior to 8:30 a.m. or after 4:30 p.m. except in the case of an emergency.
- (3) Written permission must be given to allow access to your suite by the Complex Manager for any reason, except in emergencies.
- (4) Residents expecting large furniture deliveries must contact the Complex Manager in order to have the pads hung in the east or west elevators to avoid damage. The main (centre) elevator cannot be used for this purpose.

#### **47 Visitors/Children/Supervision**

- (1) Owner's, Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the Council that will not disturb the rights of quiet enjoyment of others.

- (2) Owner's, Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the Council, that will not disturb the quiet enjoyment of others.
- (3) Owner's, Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey and including use by children of common property amenities.
- (4) An owner, tenant or an occupant will not permit their children to play in the following common areas: meeting room, fitness/Jacuzzi areas, lobby, stairs, elevators, corridors, parking areas or any utility room. The Strata Corporation will not be held responsible for injuries. See "Recreation Facilities Rules & Regulations" for use of recreational facilities by minors.

## 48 Security

Security of this building cannot be maintained without the full cooperation and observance of the Bylaws by all residents. All residents are responsible for the safe custody of infrared transmitters.

- (1) Admission to the building shall not be permitted to any person unless known to the resident. Persons delivering goods or other services must be met at the front entrance. If it is necessary for any such persons to enter the building, they must be escorted by the resident until departure from the building.
- (2) An owner, tenant or an occupant is responsible for supervision of any entry or exit door that is propped open.
- (3) All vehicles must stop and wait for the garage door to close when entering or leaving the secured parking. All common area doors, including fire exits must be closed and locked behind you to prevent vandalism.
- (4) Any breakdown of security procedures must be reported immediately to the management company.
- (5) A common area key shall not be given to a non-resident without a valid reason, as determined by the Strata Council **IN ADVANCE**. **The Strata Corporation will not approve of giving a key to a minor non-resident under any circumstances.** In all the cases where a key has been issued to a non-resident, the resident shall be held financially responsible for the actions, or non-action, of the non-resident(s) while he/she is in the building or on the property.
- (6) Automatic garage door and security gate openers are for the exclusive use of **Strata Lot** residents of Georgian Gardens. **THE OPENERS ARE NOT TO BE LEFT IN THE VEHICLE.** An automatic fine will be assessed to the owner(s) suite when a violation occurs, for each opener that is lost, stolen or misplaced. A new remote will be issued upon payment of the then current charge for a replacement remote.

## 49 Rentals and Rental Restrictions

- (1) No strata lots may be rented.
- (2) If an owner is exempt from a rental restriction bylaw pursuant to the Act:
  - (a) 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 a Notice of Tenant's Responsibilities in Form K; and
  - (b) 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.
- (3) Where an owner rents a strata lot in contravention of bylaw 49 (1), the owner will be subject to a fine of \$500.00 and the strata corporation will take all necessary steps to terminate the lease 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 will be the responsibility of the contravening owner and will be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- (4) An owner, tenant or occupant must not rent less than all of a strata lot.
- (5) 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.

## 50 Miscellaneous

- (1) An owner, tenant, occupant or visitor must not smoke on any indoor common property; including but not limited to, lobby, elevators, corridors, stairwells, Jacuzzi/exercise room, meeting room and underground parking areas.
- (2) An owner, tenant, occupant 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.
- (3) An owner, tenant, occupant or visitor must not wear or use inline skates, roller skates, and skateboards **ANYWHERE** in the building, including a strata lot.
- (4) No owner, tenant, occupant or a visitor shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance of the building or any part thereof.
- (5) Bicycles are not to be taken into the building, patio or through common areas within the building or stored on balconies, or other areas of common property, except in storage areas designed for such a purpose.

- (6) An owner, tenant, occupant 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.
- (7) An owner, tenant, occupant must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- (8) An owner, tenant, occupant 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.
- (9) An owner, tenant or an occupant must ensure that drapes or blinds visible from the outside of the building are the same in colour to those of the original building specifications.
- (10) An owner, tenant or an occupant must ensure that no 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.
- (11) Owners, tenants or an occupant will be permitted the use of electric or propane barbecues on balconies/patios only. These must be used with common sense and good neighbourly consideration. Safety plugs must be in place when transporting propane tanks. Council will deal with written complaints on an individual basis toward a satisfactory resolution.
- (12) A resident wishing to have Christmas lights must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 30th of the year following Christmas. Only artificial Christmas trees are permitted.
- (13) An owner, tenant or an occupant must not use, install or permit any person to use or install, in or about a strata lot, any shades, awnings, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council. External and/or window-mounted air conditioners will not be allowed at any time.
- (14) Flower planters must be hung "inside" of the handrails on the balconies. Not hung on the outside. No items of any description are permitted in any area outside patio or balcony hand rails and or on top of balcony pillars.
- (15) Hangers, hooks, screws, nails etc. must not be attached or used in any way that causes any penetration to the envelope of the building.
- (16) No television or radio antenna or similar structure thereto shall be permanently erected on or fastened to any unit.
- (17) No soliciting shall be permitted within the Strata Plan, under any circumstances.

- (18) Each resident shall endeavour to avoid damaging the plumbing and/or electrical systems of the building and any damage to any of these systems caused by the wrongful act(s) or neglect of any Owner/resident or guest shall be repaired at the expense of such Owner/resident. No resident shall permit a condition to exist within a strata lot which will result in wasting or excessive consumption of domestic hot water or natural gas.
- (19) No owners, tenants, occupants or guests shall do anything on common property likely to damage plants, bushes, or lawns and shall not place chairs, tables or other objects on the lawn so as to damage them or prevent their reasonable growth.
- (20) An owner, tenant or an occupant shall be financially responsible for the repair of any damage to common property caused by the Owner or their tenants, guests, workmen, agents or pets.
- (21) Every resident shall immediately report to the Management company or to a Council member, any failure of water pipes, drainage or electrical systems which are likely to cause danger or damage.
- (22) Household appliances that cause excessive noise, (such as vacuum cleaners) shall only be operated between the hours of 8:00 a.m. and 10:00 p.m.

## **51 Smoke Free Areas**

- (1) In this bylaw, “smoke” or “smoking” includes, but is not limited to, inhaling, exhaling, burning or carrying of a lighted cigar, cigarette, pipe, hookah pipe or any other ignited smoking equipment, including e-cigarettes, that burns tobacco, marijuana or other weed substances, and “second hand smoke” includes fumes that result from smoking any substance.
- (2) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.
- (3) An owner, tenant, occupant or visitor must not
  - (a) smoke in or upon any portion of the common property or common assets, including but not limited to driveways, parkades and hallways of the Strata Corporation, whether or not a “No Smoking” sign is posted;
  - (b) use a strata lot in a way that permits second hand smoke to escape or be released from that strata lot and enter upon any portion of another strata lot, the common property or common assets of the Strata Corporation to such an extent or in a such manner as to cause a nuisance, hazard or loss of enjoyment of unit to any other owner, tenant, occupant or visitor.
- (4) An owner of a strata lot will not throw or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, including cigarette butts and ashes, out of the windows or doors or from the patio, deck or balcony of a strata lot.

(5) Violations of Bylaw 51 will result in the application of the maximum fine possible.

## **52 Council Bylaw/Rule Exemption**

The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC Human Rights Code.