

LMS 2876

OMEGA CITIHOMES

BYLAWS

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OMEGA CITIHOMES – LMS 2876
APPROVED BYLAWS

DIVISION 1 -- DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

- 1.1** An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2** If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

- 2.1** An owner must repair and maintain the owner's strata lot, including exterior suite doors, suite door locking mechanisms, suite door jambs, windows, patio doors and window frames/patio door frames, damaged during attempted/actual break-ins and/or acts of vandalism; except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2.2** An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3.1** An owner, tenant, occupant or visitor **must not** use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal, or;
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;
 - (f) increases or has the potential to increase the risk of fire, the rate of fire insurance, or the rate of any other insurance on the building or any part thereof held by the strata corporation;

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

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

(a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

(b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant. This may include allowing doors to slam shut;

(c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;

(d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan. Doormats, plants, shoes and decorative items are not allowed in hallways or other common areas;

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

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

(g) shake any mops or dusters of any kind, throw any refuse out of the windows, doors or from the balcony of a strata lot; or throw anything, especially burning material such as cigarettes or matches out of any window, door, off any balcony deck or patio, or anywhere within the strata plan;

(h) use balconies and patios for storage of any items other than free-standing, self-contained planter boxes, barbecues, summer furniture and accessories;

(i) place heavy objects on any balcony/deck that may damage the surface membrane which over time may cause damage to the balcony or deck; that is, large planters, heavy furniture etc. If the membrane separates from the wall or becomes damaged as a result of such placement, the owner is responsible for the cost of repairs.

- (j) have waterbeds equipped without proper frames and safety liners and a minimum of \$100,000 waterbed liability insurance on a strata lot ;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) dispose of household garbage in any area except the garbage dumpster in the lane refuse area, or dispose of flattened cardboard in any area except the yellow recycle bin, or dispose of recycleable items in any area except the blue bins;
- (n) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (o) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications without prior written Council approval for which permission will not be unreasonably withheld.
- (p) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (q) use or install in or about a strata lot any shades, awnings, gates, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (r) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dishes, or similar structure or appurtenance thereto without written permission from the council;
- (s) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (t) install any indoor-outdoor carpeting on any deck, patio or balcony, or install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (u) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (v) allow access into the building to any person(s) unless known to the resident;

(w) permit persons delivering goods or other articles to be met anywhere other than 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.

(x) permit soliciting within the strata plan under any circumstances

(y) leave a parkade gate remote in a vehicle.

(z) under any circumstances permit water to overflow off the balcony to areas below when cleaning balconies or watering plants;

(aa) display Christmas lights except during the period of December 1 to January 31;

(bb) allow Christmas trees to remain in the building after the end of the second week of January:

(i) Christmas trees are to be bagged when removed from the building;

(ii) Owners shall be responsible for cleaning any needles or debris left in the elevator or on common property from live Christmas trees;

(iii) Trees are to be disposed of off - site.

(cc) permit children to play in the common areas of the strata including halls, stairwells or parking areas;

(dd) permit smoking anywhere within indoor common property;

(ee) put up any object which in the opinion of Council detracts from the exterior appearance of the building including clothes drying apparatus;

(ff) allow the drains to accumulate debris in order to prevent collection of water and flooding problems.

(gg) must not wash vehicles unless within the designated car wash area

(hh) plant foliage of any type in the common areas without prior written approval of the strata council

(ii) damage or prevent reasonable growth to plants ,bushes, flowers on the common property

3.4 An owner tenant, occupant or visitor must:

(a) ensure all common area doors including garage door are closed and locked before leaving the area;

(b) report to the Property Manager any lost keys for the common areas and garage door openers that provide access to common areas. the cost associated with changing remote codes due to a garage door opener being lost or stolen be charged back to the owner, tenant or occupant.

Inform strata corporation

- 4.1** Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, telephone number, and mailing address outside the strata plan, if any.
- 4.2** On request by the strata corporation, a tenant or occupant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5.1** An owner **must** obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 5.2** The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 5.3** An owner, tenant or occupant must not do any act, or alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

5.4 Renovation Guidelines

Owners must observe the following:

- (a) The installation of any hard surface floor covering such as wood, tile, slate, or similar products, must include a sub floor of sufficient and effective insulation or other noise deadening material to minimize noise disturbance to other residents. Bare concrete floors painted or otherwise are not permitted.

(b) Written applications for renovations/alterations are to be submitted to the Strata Council for approval before renovations are commenced

(c) No debris, materials or packaging is allowed to be deposited in the Strata Corporation's garbage bins **including construction or renovation debris** which must be removed by the owner, tenant, occupant or contractor of the strata lot.

(d) The strata lot owner is responsible for ensuring that protective wall pads and floor covering are installed prior to being used.

(e) The strata lot owner is also responsible for ensuring a drop cloth is installed in the hallway around the suite, and that any corridors affected by the renovation process are cleaned and vacuumed at the end of each day.

(i) Hours of work are restricted to between:

Monday to Friday 8:00 a.m. to 5:00 p.m.

Saturday 10:00 a.m. to 5:00 p.m.

No work is permitted on Sundays or statutory holidays.

(ii) An owner who contravenes any provisions of this bylaw can be fined up to \$200.00 for each occurrence plus repayment to the Strata Council for any repair or cleanup costs resulting from the renovations or alterations being conducted.

Obtain approval before altering common property

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

6.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

6.3 Any planting in the common area by townhouse strata lots must be pre-approved by Council. All plantings in the common area will be maintained by and become the property of the strata corporation.

Permit entry to strata lot

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

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

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

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

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

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

DIVISION 2 -- POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by strata corporation

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

(a) common assets of the strata corporation;

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

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

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

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

(A) the structure of a building;

(B) the exterior of a building;

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

(D) Doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property ***except for repair and maintenance that is the responsibility of the Owner under these bylaws,***

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

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:

(i) the structure of a building;

(ii) the exterior of a building;

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

(iv) doors, windows, and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property; excluding the maintenance of the operating mechanism of the strata lots' garage doors including but not limited to locks, motors, sliding tracks and hinges.

(v) fences, railings and similar structures that enclose patios, balconies and yards.

(e) The Strata Corporation may make a claim against an owner who is responsible for necessary repairs to a window or door that is part of the building envelope or to any part of Limited or Common Property as a result of negligence or a malicious action.

DIVISION 3 -- COUNCIL

Council size

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

Council members' terms

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

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

Removing council member

11.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

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

11.3 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

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

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

- 12.3** The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 12.4** If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13.1** At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.2** A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3** The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 13.4** If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14.1** Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.2** The notice does not have to be in writing.
- 14.3** A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 14.4** The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15.1** By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2** If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 15.3** 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 hearing.

Quorum of council

- 16.1** 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.
- 16.2** Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17.1** 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.
- 17.2** If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.3** Owners may attend council meetings as observers with 72 hours prior written request to strata council.
- 17.4** Despite subsection (17.3), 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.

Voting at council meetings

- 18.1** At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2** Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 18.3** The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19.1** The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20.1** Subject to subsections (20.2) to (20.4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 20.2** The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- 20.3** 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.
- 20.4** The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21.1** 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.

- 21.2** Despite subsection (21.1), 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.

Limitation on liability of council member

- 22.1** 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.
- 22.2** Subsection (22.1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 -- ENFORCEMENT OF BYLAWS AND RULES

Maximum fine

- 23.1** The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 23.2** The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- 23.3** Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$100.00 will be levied against and paid by the owner or tenant.
- 23.4** Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 24.1** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- 24.2** The first offence of an activity that constitutes a contravention of a bylaw will result in a fine of \$50. The second offence of an activity that constitutes a contravention of a bylaw or rule will result in a fine of \$100. The third offence of an activity that constitutes a contravention of a bylaw will result in a fine of \$200. **This bylaw shall apply to all bylaw contraventions unless specific exceptions are listed in the bylaws of the Strata Corporation.**

DIVISION 5 -- ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

- 25.1** Annual and special general meetings must be chaired by the president of the council.
- 25.2** If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 25.3** If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26.1** Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 26.2** Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 26.3** Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27.1** At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2** At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 27.3** If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 27.4** The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- 27.5** If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 27.6** If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 27.7** Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 27.8** An owner's strata account must be in good standing to be eligible to vote a meeting

Order of business

- 28.1** 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 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.

Quorum

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

DIVISION 6 -- VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

- 30.1** 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.
- 30.2** 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.
- 30.3** The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – INSURANCE

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

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

In the event that an owner or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Strata Lot owner shall be held responsible

for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

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

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

DIVISION 8 --- MISCELLANEOUS MATTERS

Electronic Attendance at Meetings

- 32.1** Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Garbage Disposal

- 33.1** An owner, tenant or occupant shall remove ordinary household refuse and garbage from their strata lot and deposit it only in the dumpsters provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing. The receptacle by the mailboxes is not for the disposal of ordinary household refuse, but only for junk mail.
- 33.2** An owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at their expense. No furniture, appliances and other certain items are to be disposed of in the garbage bin or in garbage area.
- 33.3** An owner, tenant or occupant shall place all recyclables in proper blue recycling bins.
- 33.4** An owner, tenant or occupant shall collapse and place all cardboard boxes in the yellow cardboard recycling dumpster
- 33.5** Garbage and/or recyclables not generated within the strata plan must not be disposed of in the dumpsters or bins provided by the strata corporation.

Bicycles

- 34.1** Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the designated storage locker or such other area as may be prescribed by the council.

- 34.2** Bikes may be locked in the metal bike racks provided in the bike storage area. Any bicycles locked to the steel fences or other common area properties will be removed at the owner's expense.
- 34.3** All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only. Bicycles are not permitted in the entrance foyer.

Pets

- 35.1** An owner, tenant or occupant **must not** keep any pets on a strata lot other than one or more of the following *domestic pets*:
- (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) one dog or one cat
- unless another domestic pet is otherwise approved in writing by the strata council.* An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation with respect to the keeping of pets. Unless specifically approved by the strata council, the weight of any pet will not exceed 20 kilograms (44 lbs.).
- 35.2** An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- 35.3** An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
- 35.4** An owner of a pet shall not permit the pet to urinate or defecate on the common property, or city property for which the strata corporation is responsible for the maintenance of and if any pet does defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- 35.5** An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws. Visitors shall be informed of the Bylaws and Rules concerning pets and the owner shall be responsible for clean up and/or repairs resulting from the visitor's pet
- 35.6** No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 35.7** The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or

desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

- 35.8** If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- 35.9** Pet owners shall be responsible for flea maintenance within their own unit.
- 35.10** An owner, tenant, occupant 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.

Parking

- 36.1** Owners/tenants/occupants are not to leave common door keys or parkade gate remotes in their vehicles. If a security breach occurs as a result of an owner, tenant or occupant leaving keys, **card accessors, fobs** or a remote in a vehicle that owner, tenant or occupant will be fined \$200 and the cost incurred to remedy the breach of security and/or resultant damage
- 36.2** Owners, tenants, occupants or guests are required to wait until the gate fully closes after entering or exiting the parkade. Failure to do so may result in a fine of \$50.
- 36.3** An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, or motorcycles. Motor vehicles not bearing current licence plates or displaying storage insurance for the minimum amount of \$1,000,000 liability will be towed at the owner's expense.
- 36.4** Parking of any other type of vehicle or the storage of any other item, must be pre-approved in writing by the council.
- 36.5** Assigned parking spaces cannot be rented, leased, or used by a non-resident except with written approval by Council.
- 36.6** No major repairs or adjustments shall be made to motor vehicles in parking spaces or on common property.
- 36.7** Parking stalls must not be used for storing any items, especially flammable substances.
- 36.8** The user of each parking stall is responsible for the cleaning up of any oil spills or other engine fluids in the stall. After due notice the Strata Corporation will have the leak stain cleaned up at a charge to the owner of \$25 plus the cost for spill/stain removal.
- 36.9** An owner must not park in a manner which will reduce the width of the garage entryways, neighbour's parking spaces, or walkways, or park vehicles in unallocated spaces, otherwise they will be removed at the owner's expense.

Moving

37.1 It will be the express responsibility of the owner to ensure that any moves in or out of the building or from one suite to another within the building conform to the following:

- (a) Owners and tenants must contact the Property Manager 48 HOURS prior to moving in order to arrange for padding and servicing the elevator;
- (b) Moving furniture shall be confined to the hours 8 a.m. – 8 p.m.;
- (c) A moving charge of \$250 will be levied against a strata lot for each move in to a suite or from one suite in to another within the building either by an owner or tenant;
- (d) Costs incurred as a result of damage done during a move –in or out of any furniture or item will be assessed to moving party. Damage costs not recovered from the moving party will be assessed to the owner;
- (e) All unattended common area doors must be kept closed and locked during the move;
- (f) In extenuating circumstances, the Strata Council may authorize an exception to the moving hours.

Rentals

(The current rental bylaw, “Section 115 a (1)”, remains in force and has not been amended, repealed or replaced. It is restated here as **38.1** for use of reference only.)

- 38.1** The total number of strata lots within the Strata Corporation which may be leased or rented by their owners at one time will be limited to 10 percent of the total strata lots (or 6 suites), and the limitations will be enforced by the Strata Council for any breaches.
- 38.2** For greater clarity, bylaws 38.1 through 38.10 apply to a new rental *and a change of tenant*. An owner wishing to lease a strata lot shall apply in writing to the Strata Council for permission to do so before entering into a lease or tenancy agreement.
- 38.3** A Form K must be submitted to the Strata Corporation within two weeks of tenant occupancy. A fine of \$200.00 shall be levied against the strata lot every seven days, until the signed Form K is received.
- 38.4** An owner who received permission to lease a strata lot shall exercise the permission to lease within 90 days from the time the Strata Council granted it, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purpose of the limit stated in paragraph (c) above.
- 38.5** Where an owner leases a strata lot without previously obtaining permission to do so from the Strata Council, the Strata Council shall impose a monthly fine of \$500.00 during the period in which the strata lot remains so leased, shall add the fine to the monthly maintenance of the owner in violation, and may take all necessary steps to terminate the tenancy.
- 38.7** Tenancy periods of less than one year are not permitted.

- 38.8** Should any portion of this bylaw be deemed unenforceable by a Court of competent jurisdiction for the purposes of interpretation **and** enforcement of this bylaw each subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 38.9** If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 38.1, excluding exempt strata lots pursuant to sections 143 or 144 of the Act, the 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 council based upon the date of the request for permission to rent.
- 38.10** If the limit stated in bylaw 38.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 or 144 of the Act, the council shall grant permission to rent for a period NOT TO EXCEED FIVE YEARS, and shall notify the owner of the same in writing as soon as possible. Before the end of the FIVE-YEAR PERIOD, the owner, excluding exempt strata lots pursuant to sections 143 or 144 of the Act, **must reapply to continue to rent.**

Real Estate Practices

- 39.1** No owner, when selling their strata lot in Omega Citihomes, will permit “For Sale” signs to be placed on or about the common property grounds. A “Real Estate” sign saying “Unit for Sale – Contact Your Realtor” provided by the strata corporation may be attached to the signpost located on common property. “Open House” signs must conform to industry standards and can be posted for a maximum of four consecutive hours on the day an “Open House” is held.
- 39.2** If Real Estate Open House practices are undertaken, all clients (perspective purchasers, visiting realtors) must be accompanied by the Realtor or Strata Lot owner and not left to wander unaccompanied within the Strata Property boundaries.
- 39.3** The use of a lock box is strictly prohibited anywhere within the common or limited common property. Any owner who contravenes this bylaw is subject to a penalty of **\$200** in addition to any costs incurred by the strata corporation for damage caused or breach of security resulting from the installation of a lockbox.

Small Claims Actions

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

41 Solicitation

Absolutely no door-to-door solicitation is permitted within the strata plan.