

BYLAWS

The Berkshire – Strata Corporation LMS 3154 (Supplementary to the Schedule of Standard Bylaws)

The following bylaws are enacted pursuant to the authority granted to strata corporations by subsection 120(1) and Section 126 of the *Strata Property Act*, S.B.C. 1998, c. 43. These bylaws are in addition to and do not replace the Schedule of Standard Bylaws contained in the *Strata Property Act* except as stated herein. These bylaws may be cited as "The Berkshire Bylaws".

Repeal of previous bylaws

- 1 (1) All previous bylaws of The Berkshire Strata Corporation LMS 3154 are hereby repealed save for the Schedule of Standard Bylaws which form part of the *Strata Property Act*.
- (2) Effective on the filing of these bylaws in the land title office, the only bylaws that govern The Berkshire Strata Corporation LMS 3154 are the Schedule of Standard Bylaws, including any subsequent amendments by the Legislature, and the bylaws contained herein.

Payment of strata fees

- 2 (1) If an owner fails to pay strata fees or a special levy at the required time, the strata corporation may charge interest at the rate of 10% per annum compounded annually.
- (2) When the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred.
- (3) Additional assessments, fines, banking charges, filing costs, legal expenses, interest charges, and other expenses incurred by the strata corporation to enforce these bylaws and rules, shall become part of the assessment of the owners and shall become due and payable on the first day of the next month following.
- (4) Following notification by the strata corporation, procedures to place a lien will commence when an owner is in arrears for 60 days or more.
- (5) Any amount owing other than strata fees, special levies, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment, will be calculated as a separate component of such assessment and the strata corporation may not register a lien with respect to such separate component.

Use of property

- 3 For clarification of paragraph 3(1)(b) of the Schedule of Standard Bylaws, unreasonable noise includes, but is not limited to:
 - (a) the noise of major appliances such as dishwashers, clothes washers or dryers, vacuum cleaners, other than between the hours of 8:00 AM and 10:00 PM;
 - (b) movement of furniture on hard surfaced flooring at times other than between 8:00 AM and 10:00 PM;
 - (c) using standing fans, air conditioners, sound or vibration-producing equipment on hard surfaced flooring without sound absorbing materials; or
 - (d) generating unreasonable audio levels of musical instruments, radios, televisions, computer speakers, stereo speakers, tools, or other devices at any time with even less tolerance between the hours of 10:00 PM and 8:00 AM.
- 4 All residents are required to expeditiously clean up their own tracked-in dirt or accidental spills within the common areas of the strata complex.
- 5 Residents are permitted to possess up to two bicycles per strata lot which must be stored either on the racks in the parking garage, in storage lockers, or within the confines of a strata lot but not on balconies or patios.
- 6 An owner, tenant, or other resident must not install or authorize the installation of any gate or fence on common property.
- 7 A resident must not install window coverings, visible from the exterior of the strata lot, in a colour other than white, beige, or a similar light colour and such window coverings must be maintained in good repair.
- 8
 - (1) A resident or a visitor may use only a propane or an electric barbeque.
 - (2) A barbeque must not be left unattended when in use.
 - (3) Propane tanks must be safely maintained and stored outside on patios or balconies and not in storage lockers.
- 9
 - (1) A resident must not leave or store any item on a patio or balcony except self-contained planters, planters designed for use on railings, one barbeque and one propane tank, and outdoor patio furniture.
 - (2) Seasonal decorative lighting is permitted on patios and balconies from December 1 to January 10 of the following year and they must be secured in place in a manner that does not actually or potentially compromise or damage the building's envelope or any structure or the paint or other protective coating on a structure.
- 10 A resident must not compromise the building envelope.

- 11** (1) Residents or visitors are not permitted to feed sea gulls, pigeons, crows, or birds other than hummingbirds on any part of the strata property.
(2) Bird houses and bird feeders, other than liquid feeders designed to attract hummingbirds, are not permitted on strata property.
- 12** (1) No signs, billboards, placards, advertising, or notices of any kind except security decals may be posted on the exterior of the building, on a window that is visible from the exterior of the building, or on the common property except 'For Sale' signs which may be displayed on the hanger provided by the strata corporation.
(2) This bylaw shall be interpreted in a manner that is consistent with elections legislation.
- 13** A resident or visitor must not hang clothing, bedding, or floor coverings on common property or on a strata lot where it is visible from the exterior of the building, common property, or limited common property.
- 14** A resident or visitor must not throw any substance or item, including cigarettes or other burning items or shake mops, dusters, or rugs onto common property or from a patio or balcony.
- 15** (1) A resident or visitor must not alter the external appearance of the building by installing exterior satellite dishes, antennae, awnings, window guards, shutters, fans, air conditioning devices, or patio heating devices on common or limited common property.
(2) Screen doors are permitted if they match the colour and style of the door frames.
- 16** (1) A resident must not allow a strata lot to become unsanitary or the source of an external odour.
(2) All garbage must be placed in securely tied plastic bags before deposit in the garbage bin.
(3) All cardboard must be flattened and reduced in size and placed in the recycling bins.
(4) All recyclable materials must be placed in the recycling bins.
- 17** Children under the age of 16 years are not permitted in any common recreation area unless accompanied by an owner or a responsible adult.
- 18** A resident must not install or permit the installation of a lock box on common property or limited common property.
- 19** A resident or visitor must not do anything that will invalidate the strata corporation's insurance or increase the premium for insurance on the whole or any part of the property that is insured by the strata corporation.

- 20** Waterbeds are not permitted in any strata lot or elsewhere on the strata complex.
- 21** No Smoking is allowed:
1. (a) in a strata lot
 - (b) on all common property and all limited common property owned by the strata corporation including: the amenities room and adjacent patio, the paved area outside the main entrance, the entrance lobby, all hallway and stairways, the elevator, all storage rooms, balconies and patios, and the parking garage and ramp.
 - (c) within 8 meters (26 feet) of a door, window or air intake
2. (a) the term “smoking” or “smoke” includes but is not limited to inhaling, Exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah Pipe or other lighted smoking equipment that burns tobacco, marijuana or other substances smoked;
 - (b) “vape” or “vaping” includes inhaling, exhaling, vapourizing, carrying or using an activated electrical ignition e-cigarette

Alterations to a strata lot

- 22** (1) Prior to any alteration to a strata lot, a strata lot owner must execute an Assumption of Liability Form which includes the following undertakings;
- (a) to comply with any and all municipal bylaws and building codes effecting the alteration and to provide a copy of any required building permit forthwith to strata council or managing agent,
 - (b) to comply with any requirements specified by strata council with respect to the alteration.
 - (c) to hire competent tradespeople or perform the work at a similar level of competence and if, in the opinion of strata council, the workmanship tends to devalue the strata corporation, restore the strata lot to its former condition,
 - (d) ascertain from strata council and, if necessary, the developer's architect, engineer, or construction manager, whether the proposed alteration can be completed without damage to infrastructure and adhere to any architectural plans specified by strata council,
 - (e) restrict construction work to the hours between 8:00 AM and 6:00 PM from Monday to Saturday, excluding statutory holidays,
 - (f) leave all common property travelled on clean on a daily basis and remove all construction debris from the site.
 - (g) indemnify and save harmless the strata corporation and all strata lot owners from any and all costs, loss, and liability that might occur by reason of carrying out the alteration,

- (h) acknowledge that all costs associated with the alteration, including future maintenance costs, are the responsibility of the strata lot owner(s), their successors, and assigns, and
- (i) to inform subsequent purchasers of their responsibilities with respect to the alteration.

Security

- 23**
- (1) The strata corporation may use video surveillance continuously in areas of common property and limited common property where there is no reasonable expectation of privacy to deter, detect, and provide evidence of criminal conduct in the strata complex.
 - (2) In addition to subsection 23(1), the strata corporation may use video surveillance of the main entrance to provide residents with visual identity of persons seeking access to the strata complex.
 - (3) To provide early detection of and appropriate response to criminal activity, the cameras may be live-monitored by residents using a cable television or other similar link.
 - (4) The product of surveillance cameras shall be continuously overwritten by current product in such a manner that no video surveillance records are stored for longer than 30 days on the recording device.
 - (5) The recording device shall be securely stored in a locked area that is accessible only to members of strata council or other persons authorized by strata council.
 - (6) The product of surveillance cameras shall only be accessed to aid in the investigation of criminal activity, actual or potential breaches of safety and security of the property, actual or potential breaches of these bylaws, the repair or maintenance of the equipment, and to respond to residents' requests pursuant to the *Personal Information Protection Act*, S.B.C. 2003, c. 63.
 - (7) Strata council may reproduce stored video surveillance product by suitable means and provide it to the investigating authority.
 - (8) Strata council may retain copies of materials generated pursuant to subsection 23(7) for as long as the investigation remains open and will destroy such copies when the matter is concluded.
 - (9) Any person whose images have been captured by video surveillance can access the information by submitting a request to strata council in writing.
 - (10) Notices that the area is monitored by video surveillance will be posted in areas covered by surveillance cameras.
- 24**
- To ensure the safety and security of the strata complex, all residents must;
- (a) not admit any person unknown to the resident to the building by opening any door, gate, or the garage door,
 - (b) prior to using the Enterphone to admit anyone, identify the person seeking entry either by visual identification using a surveillance camera or by voice recognition,

- (c) keep all doors leading to the outside of the building securely locked and not propped open except when a responsible person is in personal attendance and is continuously monitoring the activity in the area,
- (d) not leave garage door remote openers or keys in any vehicle,
- (e) lock all vehicles parked in the garage,
- (f) immediately report the loss or theft of a front door key or garage door remote opener to strata council,
- (g) when entering or leaving the garage in a vehicle, wait until the gate is completely closed before leaving the area where you have a view of the gate, and
- (h) immediately notify strata council if the garage gate does not open or close.

Pets

- 25** (1) In addition to the pets permitted by paragraphs 3(1)(a) to (c) of the Schedule of Standard Bylaws, residents may keep up to two small animals which may be domestic cats or small dogs, weighing not more than 25 pounds (11.34 kg) at maturity, or one cat and one small dog.
- (2) Certified assistance animals are exempt from the weight restrictions in subsection 25(1) and are permitted on the strata complex at any time.
- (3) Residents must register all cats and dogs with strata council and provide the breed (if ascertainable), weight, colour, name, municipal licence number, and contact information of the pet owner.
- (4) Reptiles, rodents, and exotic birds and animals are not permitted on the strata complex at any time.
- (5) Residents are responsible for ensuring that guests who bring pets onto the strata complex comply with all the bylaws that govern pets.
- (6) If strata council receives a written complaint about pet behaviour and deems the complaint to be valid, strata council will inform the pet owner of the nature of the complaint and require the pet owner to correct the problematic behaviour or be subject to a fine under Bylaw 37.
- (7) If a resident violates the pet bylaws on a continuing basis or if strata council on reasonable grounds considers the pet to be a nuisance, strata council may, by written notice, order the removal of the pet from the strata complex.
- (8) If an owner or tenant fails to comply with a notice issued pursuant to subsection 25(7) within 30 days of receipt of such notice, the owner or tenant may be fined \$10.00 for each day the pet remains on strata property.
- (9) Residents shall not permit pets to disturb other residents with uncontrolled barking, howling, or crying.
- (10) Pets must be kept under control at all times; when outside the resident's strata lot, the pet must be leashed or otherwise secured.
- (11) Pets must not be permitted to interfere with any other person's property or pets.

- (12) If a pet urinates or defecates on any common or limited common property, the person accompanying the pet must immediately remove all such waste material and properly dispose of it.

Parking and storage lockers

- 26**
- (1) Vehicles shall be parked in their assigned parking spaces only.
 - (2) No items, other than one collapsible shopping cart, shall be stored in any parking space.
 - (3) Only vehicles displaying a valid handicapped parking permit are permitted to park in spaces designated for handicapped parking.
 - (4) Residents shall not park vehicles in the visitors' parking area overnight without permission from strata council.
 - (5) Any motor vehicle, trailer, boat, or similar chattel parked on common or limited common property must be insured and display either a valid licence plate or proof of storage insurance.
 - (6) No inoperative vehicle shall be parked on common or limited common property.
 - (7) No repairs or mechanical adjustments to vehicles are permitted on common or limited common property except in the case of an emergency.
 - (8) Vehicles that drip any fluid excessively are prohibited from being parked on common or limited common property until satisfactorily repaired and the vehicle owner is responsible for cleaning up any resulting fluid stains.
 - (9) No parking space assigned to a strata lot shall be rented or leased to a non-resident.
 - (10) Vehicles parked in the unsecured parking area must display a Visitor Parking Pass which identifies the strata lot they are visiting.
 - (11) Parking in the unsecured area for more than one week must be approved following written request to strata council for permission with any unauthorized vehicles being removed at the owner's risk and expense.
 - (12) Vehicles may only be washed in the unsecured parking area.
 - (13) Bicycles must be stored on the racks provided or in storage lockers and may not be stored on balconies or patios.
- 27**
- (1) Entrance to any storage room is only permitted to a resident who has been assigned a locker in that storage room.
 - (2) Entrance to a storage room by any other person is only permitted if the person is accompanied by a resident who is assigned a locker in that storage room.
 - (3) A resident may delegate another person to access his/her locker but the delegate must be accompanied by a member of strata council for the duration of the access to the locker.
 - (4) Lockers shall be kept free of all hazardous and flammable substances such as paints, solvents, petroleum products, propane, or any other material that might violate Surrey Fire Department's safety standards.

Rental of strata lots

- 28** For the purposes of this bylaw, the terms "lease", "rent", "rents", and "rental agreement" shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot or any part thereof.
- (1) Strata lots shall be owner-occupied unless otherwise provided for in this bylaw.
 - (2) Any strata lot owner at the time of the passage of the former rental restriction bylaw [June 25, 2003] is 'grandfathered' and may rent his/her unit for any period until the earlier of (i) the date such owner takes occupancy of the strata lot, or (ii) the date the owner sells the strata lot to a third party.
 - (3) Where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before June 25, 2003, this bylaw does not apply to such strata lot until the later of (i) one year after the tenant who is occupying the strata lot at the time the previous bylaw was passed ceases to occupy the strata lot as a tenant, or (ii) one year after the bylaw was passed.
- 29**
- (1) A maximum of three (3) strata lots may be leased, for terms of not less than one year, at any time.
 - (2) No strata lot that is rented can be sublet to another tenant.
- 30**
- (1) A strata lot owner who wishes to rent his/her strata lot must apply in writing to strata council.
 - (2) Strata council will consider such applications and respond to the applicant in writing within one week of receipt of the application.
 - (3) Strata council will retain all such applications and will inform the applicant as soon as their application can be activated having regard to subsection 30(1).
 - (4) Applications to rent strata lots will be approved by strata council in the order that such applications are received.
 - (5) If an owner fails to enter into a lease agreement within three (3) months of being informed that strata council has approved an application to rent a strata lot, such approval will be revoked and strata council will inform the owner who is next in the order determined under subsection 30(4).
 - (6) Strata council will not screen tenants for suitability, establish screening criteria, require the approval of tenants, require the inclusion of terms in tenancy agreements, or otherwise restrict the rental of a strata lot except as prescribed in this bylaw.
 - (7) Within two (2) weeks of renting his/her strata lot, an owner must provide the strata corporation with a signed "Notice of Tenant's Responsibilities" [Form K].
- 31**
- (1) This bylaw does not prevent the owner of a strata lot from renting such strata lot to a family member.
 - (2) For the purposes of this bylaw, family members include:
 - (a) the spouse of the owner,
 - (b) a parent, adult child, or adult grandchild, of the owner,

- (c) a parent, adult child, or adult grandchild, of the owner's spouse, and
- (d) a sibling of the owner

where "spouse of the owner" includes an individual who has lived or cohabited with the owner for a period of at least two years in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

- 32 Notwithstanding these bylaws, where cases of undue physical or financial hardship arise, a strata lot owner may make a request in writing to strata council for permission to rent a strata lot for a limited period of time, and, where strata council has been provided with evidence that undue hardship will result if approval to rent is not granted, strata council shall not withhold permission for such limited rentals.
- 33 The strata corporation may fine an owner a maximum of \$500.00 for a contravention of the rental bylaws and may impose this fine every seven days for a continuing contravention.

Indemnification and insurance deductible of the strata corporation

- 34 (1) A resident will indemnify and save harmless the strata corporation from all costs for any maintenance, repair, or replacement rendered necessary to the common property, limited common property, common assets, or a strata lot caused by or due to the act, neglect, or carelessness of the resident, contractor, agent, or visitor to the extent that the damage or loss is not covered by the strata corporation's insurance.
- (2) Where a resident or visitor does or permits anything to be done that is illegal or invalidates the strata corporation's insurance, the resident must indemnify and save harmless the strata corporation from the cost of any maintenance, repair, or replacement of any damage to the common property, limited common property, common assets, or strata lots.
- (3) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered chargeable to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the costs were incurred and shall become due and payable on the date of payment of the monthly assessment.
- (4) An owner who fails to pay the cost of repair or remedying the loss or damage shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including strata management costs and legal costs, comprised of legal fees, or on a full indemnity basis.

Spending restrictions

- 35 (1) When, because of unforeseen circumstances, the funds allocated in an annual operating budget for any line object of the annual budget are insufficient, strata council can spend up to 10% more than what has been allocated in the annual operating budget for that line object.

(2) If additional spending pursuant to subsection 35(1) results in the strata corporation exceeding its total allocations for operational expenses in an annual operating budget, the strata corporation shall present an amended operational budget to a special general meeting for approval by a majority of the strata lot owners.

Fireplace inspections

- 36** (1) The strata corporation shall provide for biannual inspections of all fireplaces in the strata complex with such inspections being done in calendar years ending in odd numbers.
- (2) The strata corporation shall contract with a qualified and licenced gas fitter to conduct fireplace inspections.
- (3) Strata council shall provide each owner with reasonable notice of the date on which such inspections will be done with no such notice being less than five days prior to the intended inspection.
- (4) All owners will make the necessary arrangements with strata council to permit access to their strata lot by the person(s) the contractor engages to complete the inspections.
- (5) Inspections carried out pursuant to this bylaw will be funded by the strata corporation as a common expense.
- (6) If an owner fails to provide access to the person(s) engaged to complete the inspection on the date scheduled, the owner will be required to contract with a qualified and licenced gas fitter to inspect the fireplace in his/her strata lot within thirty (30) days of the scheduled inspection and provide proof in writing to strata council that his/her fireplace has been inspected by a qualified and licenced person and that the fireplace is in safe working order.
- (7) Costs to repair or replace defective or non-functioning parts of a fireplace will be the responsibility of the strata lot owner where the fireplace is located.

Enforcement of bylaws and rules

- 37** (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$50.00 for a first contravention of a bylaw,
 - (b) \$100.00 for a second contravention of the same bylaw, and
 - (c) \$200.00 for a third contravention of the same bylaw.
- (2) The strata corporation may fine an owner a maximum of
- (a) \$25.00 for a first contravention of a rule, and
 - (b) \$50.00 for any subsequent contravention of the same rule.
- (3) If an activity or lack of activity that constitutes a contravention of a bylaw or a rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

- (4) Strata council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against a resident or other person to recover money owed to the strata corporation without further authorization from the strata corporation.
- (5) Strata council may commence proceedings to recover monies owing to the strata corporation for any reason including, but not limited to, monies owing by a resident for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.
- (6) Strata council has full authority to negotiate a settlement, discontinue, or dismiss the action.

Inform strata corporation

- 38** (1) In addition to the information required by subsection 4(1) of the Schedule of Standard Bylaws, owners must provide strata council or its managing agent with an e-mail address (if one exists), telephone number, and contact information of a person to be contacted in the event of an emergency.
- (2) All new residents must identify themselves to strata council within two weeks of becoming a resident of the strata complex.
- (3) Residents requiring assistance during an emergency must inform strata council of the nature of the assistance required within two weeks of becoming a resident of the strata complex.
- (4) Strata council shall maintain a current list of residents needing assistance during an emergency, and the nature of the assistance required, in the Fire Safety Plan manual.

Severability

- 39** Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then, for the purposes of interpretation and enforcement of these bylaws, each section, subsection, or paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.