



Fraser Campbell Property Management Ltd.

Bylaws and Rules

Strata Plan LMS – 1367

OCEAN PARK GARDENS

Revised January 2026

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**OCEAN PARK GARDENS
STRATA PLAN LMS 1367, OCEAN PARK GARDENS**

Table of Contents

Division 0 - Introduction.....	4
1. General.....	4
2. Precedence of Documents.....	4
3. Revision History.	4
Division 1 – Duties of Residents and Visitors	5
1. Payment of Strata Fees.....	5
2. Repair and Maintenance of Property by Owner.....	5
3. Use of Property	5
4. Pets.....	7
5. Obtain Approval Before Altering a Strata Lot.....	7
6. Obtain Approval Before Altering Common Property.....	8
a. Vertical Roller Blind.....	9
b. Sun Curtain.	10
c. Window Film.	10
d. Split System Heat Pump/Air Conditioner. (“the System”)	11
7. Permit Entry to Strata Lot	12
8. Moving in or Out.....	12
9. Vehicles and Parking Areas.....	12
Division 2 – Powers and Duties of the Strata Corporation.	13
1. Repair and Maintenance of Property.	13
2. Acquisition and Disposal of Property.....	13
Division 3 – Council	14
1. Council Size	14
2. Council Membership.....	14
3. Council Members’ Terms.....	14
4. Removing Council Member	14
5. Replacing Council Member	14
6. Officers.....	14
7. Calling Council Meetings.....	15
8. Quorum of Council.....	15
9. Council Meetings	15
10. Voting at Council Meetings	16
11. Council to Inform Owners.	16
12. Delegation of Council’s Powers and Duties	16
13. Limitation on Liability of Council Member.....	16

- Division 4 - Annual and Special General Meetings 16
 - 1. Person to Chair Meeting..... 16
 - 2. Participation by Other Than Eligible Voters..... 17
 - 3. Voting..... 17
 - 4. Order of Business..... 17
- Division 5- Financial Management 18
 - 1. Strata Council Responsible for Common Expenses 18
 - 2. Operating Fund and Contingency Reserve Fund 18
 - 3. Unapproved Expenditures 18
- Division 6 – Enforcement of Bylaws and Rules..... 18
 - 1. Procedure..... 18
 - 2. Fines 19
- Division 7 – Security 19
- Division 8 - Insurance 19
- Division 9 - Court Actions..... 20
- Division 10 - Rental Restrictions..... 20
- Division 11 - Age Restriction 21
- Division 12 – Definitions and Interpretation 21

Division 0 - Introduction

1. General

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

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

Numbers bracketed thus [] in this document refer to sections of the Act.

The schedule of Standard Bylaws to the Strata Act does not apply to the Strata Corporation.

2. Precedence of Documents

In the event of any ambiguity, conflict, or inconsistency between or among the following documents they shall be construed, interpreted, and applied to give effect to their express terms in the following order of precedence so that the first mentioned document shall prevail, notwithstanding any term or aspect of later mentioned documents:

1. Strata Property Act [SBC 1998] CHAPTER 43
2. Strata Property Act - Strata Property Regulation
3. STRATA PLAN LMS 1367, OCEAN PARK GARDENS - Bylaws
4. STRATA PLAN LMS 1367, OCEAN PARK GARDENS - Rules

3. Revision History.

Revision 01: Owners approved at SGM 19 July 2023.

Amendments to Division 1.3.6 and 1.3.8.

Amendments to Division 1.6.

Added Sub-Section 6a - Vertical Roller Blinds.

Added Sub-Section 6b - Sun Curtain.

Added Sub-Section 6c - Heat Control Window Film.

Added Sub-Section 6d - Split System Heat Pump/Air Conditioner.

Revision 02: Owners approved at AGM 31 October 2023.

Minor revisions:

- Divisions 1.3.3: Added reference to Heat Control Devices.
- Division 1.8: Added references to "Mini" door FOBS.
- Division 1.3.13d removed.
- Division 1.9.10: Clarified the "Owners" responsibilities.

Division 5.2.1: Added reference to "Service" contracts and financial limit increased to \$10,000.

Division 5.2.3: Modified to include service contracts and revised financial limits.

Division 5.3.2: Financial limit increase to \$7,500.00

Division 10: Rental Restrictions undated to comply with Bill 44.

Division 11: Age restrictions undated to comply with Bill 44.

STRATA PLAN LMS 1367, OCEAN PARK GARDENS

Division 1 – Duties of Residents and Visitors

1. Payment of Strata Fees.

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate. [107]
2. Interest may be charged on overdue strata fees, fines and special levies calculated at ten percent (10%) per annum, compounded annually. [107]
3. Strata fees and fines not received by the fifteenth day of the month in which they are due as well as special levies not paid when due are subject to a \$25.00 late payment penalty, in addition to any interest charged under Division 1, Section 1.2.
4. A one-time annual adjustment, following an approved increase in the monthly maintenance fee, is due and payable one month following that AGM.
5. A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. [108]

2. Repair and Maintenance of Property by Owner.

1. An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. [72]
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. [72]
3. An owner, at their cost, shall repair and maintain their window and patio door screens.
4. Where an owner has been required to make repairs that, in the opinion of the strata council, could cause damage to other strata lots and common areas if not attended to and does not do so within a reasonable time, that owner shall be responsible for repairs to their own strata lot and to other strata lots and common areas affected by any subsequent damage.

3. Use of Property

1. A resident or visitor must not use a strata lot, the common property, or common assets in a way that:
 - a. Causes a nuisance or hazard to another person,
 - b. Causes unreasonable noise,
 - c. Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,
 - d. Is illegal,
 - 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, namely as residential premises.
2. A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
3. The patios, decks and balconies of a strata lot must not be used for storage. Only patio furniture, (table, chairs, umbrella, small stool, mat or other similar items), a barbeque (of the type permitted by Division 1, Section 3), potted plants, and heat control devices permitted under Division 6, Section 6 may be placed on the patios, decks or balconies. No item shall be placed on or attached to the patio floor in a manner that may damage the floor covering. (*amended AGM, October 31, 2023, CB1034264*)
4. Window coverings visible from the outside of a strata lot shall be neutral in colour, e.g., cream, or white.
5. No laundry, clothing, bedding, signs (except for those posted by the strata council), advertising, notices or other articles shall be hung or displayed from windows, balconies, or other parts of the building to be visible from the outside of the building. (For seasonal exceptions see Division 1, Section 3.13)

6. Except as otherwise permitted by Division 1 Section 6, no awning, shade screen, window sunscreen, satellite dish, radio or television antenna, window mounted air conditioner or other such apparatus shall be hung from or attached to the exterior of any strata lot, including the common or limited common property.
7. Planter boxes and other items must be placed so that they are inside the perimeter of decks and balconies.
8. A resident shall not install a hook, hanger, bracket, or other device to the exterior surfaces of the building, except with the written permission of the strata council as permitted by Division 1, Section 6.
9. Window and patio door screens must be fabricated with black insect proof mesh and a white frame.
10. Articles or materials, other than normal household garbage and recyclables, must be removed from Strata LMS 1367 by, and at the expense of, the resident of the strata lot from which the articles or materials originated. Construction and renovation materials must not be placed in the garbage room bins.
11. A resident or visitor must not:
 - a. Smoke or vape any substance anywhere on or within Strata LMS 1367 including a strata lot (*amended AGM October 24, 2024, CB1747081*)
 - b. Throw or shake any items from any window, patio, or balcony,
 - c. Bring into a strata lot, common property or limited common property, a live or fresh cut Christmas tree,
 - d. Use a barbecue fueled by any means other than natural gas or electricity,
 - e. Bring a bicycle onto the common or limited common property located above the parkade level,
 - f. Store in or about a strata lot, limited common property or common property any item or substance that unreasonably increases the risk of a fire,
 - g. Place leave or store personal items on the common property on a permanent or semi-permanent basis without the written approval of the strata corporation. The exception being that common property outside the front entrance of a strata lot where an umbrella stand, a mat, a healthy or artificial plant and a seat may be placed. For seasonal exceptions see Division 1, Section 3.13. Such items must not interfere with or impede persons travelling through the area or constitute a hazard.
 - h. Trespass on limited common property to which another resident is entitled to exclusive occupation.
 - i. Residents must not feed wild birds or wild animals from any strata lot, limited common property or common property. Bird feeders are not permitted on balconies, patios, strata lots, limited common property or common property, except for non-drip hummingbird feeders.
 - j. Operate jacuzzi tubs, washing machines or dryers between the hours of 11:00 pm and 7:00 am. on any day.
 - k. Pick or remove flowers, shrubs, plants, or portions of them from common property except for flowers, shrubs, or plants located in the Cutting Garden.
12. The mechanical utility closet located in each strata lot is a common property, heating and gas system control valves located therein must not be adjusted by residents. Any questions or concerns related to these systems and controls must be referred to the strata corporation. (See also Division 12, Item 7).
13. Seasonal festive decorations may be displayed only in accordance with the following:
 - a. During the period 15 November to 31 January. (*amended AGM October 22, 2025 CB2564218*)
 - b. On Common Property:
 - i. Outside the front entrance of an owner's strata lot, providing such items do not interfere with or impede persons travelling through the area or constitute a hazard.
 - ii. Strata lot windows.
 - c. On Limited Common Property
 - i. On patios and decks.

14. Real-estate signs must not be displayed in a strata lot or on common property. Upon request, the strata corporation will provide an owner with a generic "For Sale" sign for use in a location designated by the strata corporation.
15. Lockboxes are prohibited on a strata lot or on common property.

4. Pets

1. Subject to the written approval of the strata council a resident may keep the following pets in a strata lot, [123]
 - a. a total of two dogs or cats, in any combination, or
 - b. a reasonable number of fish or other small aquarium animals, or
 - c. a reasonable number of caged birds.
2. Keeping of pets by a resident, permitted under section 1, is subject to the following conditions:
 - a. dogs must be leashed and controlled while on common property and limited common property,
 - b. pets(s) shall not be permitted to roam or be exercised on common property,
 - c. the resident shall promptly clean up and remove their, or their visitor's, pet's feces,
 - d. the resident shall ensure their pet(s) does not disturb other residents.
 - e. The capacity of an aquarium shall not exceed 25 imperial gallons (*amended AGM, October 24, 2024, CB1747081*)
3. The strata lot owner must assume liability for all actions by their pet(s) or a visitor's pets(s), regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
4. Pets which are, at the sole discretion of the strata council, considered to be a nuisance or a danger shall be ordered in writing to be removed from the strata lot. A resident shall have fifteen (15) days to comply with any such order.

5. Obtain Approval Before Altering a Strata Lot

1. An owner must obtain the written approval of the strata corporation before making any alteration, addition, change or improvement to a strata lot that involves any of the following [70]:
 - 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 on the exterior of a building, or that front on the 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. (See also Division 1, Sections 3.12 and Division 12, Item 7),
 - g. The plumbing electrical, heating (including gas fireplace) or fire suppression/detection systems located in or on common property and limited common property where a permit is required by a governing authority. (See Section 2e below and Division 1, Section 3.13).
 - h. Flooring. (See also Division 1, Section 5.5.)
 - i. Those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
2. The strata corporation must not unreasonably withhold its approval for an alteration under Section 1 (above) but may require, as a condition of its approval, an owner to:
 - a. Be responsible for all expenses relating to the alteration,
 - b. Present design drawings and specifications pertaining to the proposed alteration (including "sealed" engineered drawings in the case of a structural alteration),
 - c. If the strata corporation is required to consult with a building expert regarding an owners requested structural alteration, the owner may be required to pay any costs associated with the consultation,
 - d. Ensure that all work is done by qualified trades and to current codes and standards,
 - e. Obtain the necessary permits and governmental approvals. Copies shall be posted outside the strata lot and provided to the strata corporation along with copies of all completed inspections, including final inspections,
 - f. Provide proof of third-party liability insurance by the contractor(s) and/or owner,

- g. Provide a refundable damage deposit (with regards to the common property and limited common property) in the amount of \$500 to cover any cleaning or repairs made necessary by the work,
 - h. *(Bylaw 1.5.2.h rescinded AGM, October 24, 2024, CB1747081)*
 3. An owner to whom approval has been given shall ensure that:
 - a. Work occurs Monday to Saturday (excluding statutory holidays), between 8:30 am and 5:30 pm. Work, such as painting, which will not be heard by other residents may continue until 8:30 pm
 - b. Common property is not used for cutting or other tasks related to the work,
 - c. Tradesmen do not park in the visitor parking stalls other than to load or offload equipment and materials,
 - d. The elevator's protective blanket is in place when equipment or materials are being transported in the elevator. See also Rules regarding elevator use,
 - e. Equipment and materials are not transported through the stairwells without the prior written approval of the strata corporation.
 - f. Tradesmen do not block off the elevator, other than to transport equipment and materials,
 - g. Construction debris is removed (cleaned up) from common property and the elevator floor by 5:30 pm each day,
 - h. If it is necessary for a building entry door to remain open to transport equipment or materials, the owner or a representative of the owner must be present at the door,
 - i. Paint or any other liquid or solution (other than water) must not be disposed of in the building's drainage system.
 4. As a condition of the strata corporation's approval for structural alterations or alterations to the common or limited common property the owner must enter into a written "Assumption of Liability Agreement" with the strata corporation acknowledging responsibility for future repair and maintenance costs relating directly or indirectly to the structural alteration or to the alterations to the common or limited common property. If the owner transfers title to the strata lot, the strata corporation shall, prior to the transfer of the title of the strata lot, cause any future owner to agree to be bound by the terms of such agreement by recording the agreement(s) in Form B (Information Certificate). [59]
 5. If approval is given to alter the flooring in a strata lot, the new flooring must be installed with sound deadening underlay adhering to the following standards:
 - a. Underlay (sound deadening material) under a hard surface floor (e.g. hardwood, engineered wood or laminate) must possess a Sound Transmission Class (STC) rating of not less than 76 and an Impact Insulation Classification (IIC) of not less than 77,
 - b. The strata corporation requires the owner to provide a copy of the vendor's specification as proof of the STC and IIC ratings for the underlay materials installed.
 - c. Due to undesirable sound transmission properties, hard tiles shall only be installed in locations approved by the strata council.
 6. An owner, who makes any alteration to a strata lot without adhering to these bylaws, may be required to restore, at the owner's sole expense, the alteration 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 owner who made the alteration. The cost of such restoration shall become due and payable on the due date of payment of monthly strata fees. See Division 1, Section 1.1
- 6. Obtain Approval Before Altering Common Property.**
1. Subject to section 71 of the Act, an owner must obtain the written approval of the strata corporation before making or authorizing an alteration, addition, change or improvement to common property, including limited common property or common assets.
 2. An owner, as part of the 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.

3. The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, but not necessarily limited to:
 - (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representative,
 - (b) that the standard of work and materials be not less than that of the existing structures,
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner,
 - (d) Enter into a written "Assumption of Liability Agreement" with the strata corporation acknowledging responsibility for future repair and maintenance costs relating directly or indirectly to the alteration. If the owner transfers title to the strata lot, the strata corporation shall, prior to the transfer of the title of the strata lot, cause any future owner to agree to be bound by the terms of such agreement by recording the agreement(s) in Form B (Information Certificate).
4. Where the common or limited common property has been altered by an owner with the approval of the council and it was term or condition of that approval that the owner and subsequent owners be responsible for the costs of the repair and maintenance of that alteration, then an owner who has the use and enjoyment of the altered common or limited common property or benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the strata corporation.
5. An owner who makes any alteration to common property or limited common property without adhering to these bylaws, may be required to restore, at the owner's sole expense, the common property, limited common property or common assets 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 owner who made the alteration. The cost of such restoration shall become due and payable on the due date at payment of monthly strata fees. Refer also to Division 1, Section 1.1
6. Subject to the written approval of the strata council, an owner may install any of the following Heat Control Devices, without the need for a $\frac{3}{4}$ vote pursuant to Section 71 of the Strata Property Act, provided they are in strict compliance with the following criteria.

a. Vertical Roller Blind.

1. General

- a. The owner shall be responsible for all costs related to the acquisition, installation, maintenance, and repair of the Vertical Roller Blind.
- b. The Vertical Roller Blind may be manual or motorized.
- c. The Vertical Roller Blind must be installed on the deck or patio ceiling as close as is practical to the front lip.
- d. When attached the Vertical Roller Blind must follow the profile, over its entire length, of the building surface to which it is attached.
- e. When fully retracted it must not be visible to other persons when standing on the ground level common property.
- f. The use or installation of the Vertical Roller Blind must not materially affect the use or enjoyment of one or more other strata lots.
- g. The use and installation of the Vertical Roller Blind must be compliant with all other applicable Strata Bylaws

2. Specifications:

- a. Colour Options: Black, Beige, Taupe or Gray.
- b. Material: Premium UV resistant woven fabric and water-resistant.

3. Installation

- a. The Vertical Roller Blind must be attached to the building structural wood members by a qualified person, acceptable to the Council, in accordance with the manufacturer's instructions.
- b. The Vertical Roller Blind must be installed and maintained at least one meter from a source of heat or ignition.

4. Assumption of Liability.

- a. The owner(s) will enter into a written "Assumption of Liability Agreement" with the Strata Corporation taking responsibility for the owner's obligations set out above. (See Division 1. Section 6. Subsection 3. (d) for details)

b. Sun Curtain.

1. General

- a. The owner shall be responsible for all costs related to the acquisition, installation, maintenance, and repair of the Sun Curtain.
- b. The Sun Curtain may be manual or motorized.
- c. The track of the Sun Curtain must be installed on the patio ceiling as close as is practical to the front edge.
- d. When attached the Sun Curtain must follow the profile, over its entire length, of the patio or deck surface to which it is attached.
- e. The Sun Curtain must be fully retracted and secured when not in use.
- f. The installation or use of the Sun Curtain will not adversely affect the use or enjoyment of one or more other strata lots.
- g. The installation and use of the Sun Curtain must be compliant with all other applicable Strata Bylaws.
- h. The Sun Curtain must be removed and stored indoors from 30th September to 30th April in any calendar year.

2. Specifications:

- a. Colour Options: Black, Beige, Taupe or Gray.
- b. Material: Premium UV resistant woven fabric and water-resistant.

3. Installation

- a. The Sun Curtain must be attached to the building structural wood members by a qualified person, accepted by the Council, in accordance with the manufacturer's instructions.
- b. The Sun Curtain must be installed in a manner that ensures the sun curtain material is maintained at least one meter from a source of heat or ignition.

4. Assumption of Liability.

- a. The owner(s) will enter into a written "Assumption of Liability Agreement" with the Strata Corporation taking responsibility for the owner's obligations set out above. (See Division 1. Section 6. Subsection 3. (d) for details)

c. Window Film.

1. General.

- a. The owner(s) shall be responsible for all cost related to the acquisition, installation, maintenance, and repair of the Window Film.
- b. For any reason, should the Window Film require replacement, the owner shall be responsible for the cost of replacement.

2. Installation.

- a. The Window Film shall:
 - (1) Only be applied to the inside surface of the glass.
 - (2) Not alter the appearance of the glass to which it is applied.

3. Maintenance.

- a. Despite any bylaw to the contrary, the owner(s) are responsible for the maintenance of the film in accordance with the manufacturer's instruction.

4. Assumption of Liability.

- a. The owner(s) will enter into a written “Assumption of Liability Agreement” with the Strata Corporation taking responsibility for the owner’s obligations set out above. (See Division 1. Section 6. Subsection 3. (d) for details)

d. Split System Heat Pump/Air Conditioner. (“the System”)

1. General.

The owner(s) shall:

- a. As part of the application for permission provide a copy of the vendor’s specification as proof of rating and the operating sound level together with a sketch showing the proposed location of the major components, wall access hole and routing of the interconnections.
- b. Be responsible for all acquisition, installation and maintenance and repair costs.
- c. The installation and use of the System must be compliant with all other applicable Strata Bylaws

2. Specification.

The exterior component of the System shall:

- a. Have a rated operating sound level not exceeding 53 decibels.
- b. Be ENERGY STAR® rated.
- c. Powered from a 115V, 60Hz, Single-Phase plug-in wall receptacle.
- d. Have vibration absorber mountings.

3. Installation – General.

- a. The installation of the System shall comply with the manufacture’s requirements and instructions.
- b. Before commencing the installation of the System, the owner shall ensure that no electrical, gas or plumbing systems will be penetrated.
- c. The installation of the System must not penetrate the floor of the deck or patio.
- d. The owners must repair any damage that occurs to common property or limited common property because of the installation, operation, maintenance, or repair of the System.

4. Installation – Interior Component.

- a. The System shall not be located on a common wall shared with another strata lot.

5. Installation - Exterior Component.

- a. All connections between the exterior and interior components of the System shall access the owner’s strata lot via a single hole, of smallest diameter possible, in the building wall.
- b. The exterior component of the System shall only be situated on the Deck(s) or Patio(s) described as Limited Common Property which have been assigned to that strata lot as described in the Strata Lot Plan. (*amended AGM October 22, 2025, CB2564218*)
- c. Connections shall utilize the shortest practical route between the exterior component and the wall access hole and contained in a surface mounted channel with cover.
- d. The wall access hole shall be sealed with an approved waterproof, fire stop material and fitted with a decorative surround.

6. Operation.

- a. Only operate the System between the hours of 08:00 am and 10:00 pm
- b. Stop operating the System if the operating sound level exceeds the rated sound level.
- c. Notwithstanding any other bylaw, operate, maintain, and repair the System in accordance with the manufacture’s instructions.

7. Assumption of Liability.

- a. The owner(s) will enter into a written “Assumption of Liability Agreement” with the Strata Corporation taking responsibility for the owner’s obligations set out above. (See Division 1. Section 6. Subsection 3. (d) for details)

7. Permit Entry to Strata Lot

1. A resident or visitor must allow two (2) or more persons 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. If entry is made in the absence of the resident, within 48 hours of the entry, the strata corporation must notify the owner of the reason for entry into the strata lot.
 - b. At a reasonable time, on 48 hours' written notice to:
 - i. inspect, repair or maintain common property (including limited 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 section 149 of the Act; or
 - ii. investigate allegations of a violation of a bylaw or rule has been breached; or
 - iii. remedy the contravention of a bylaw or rule under Section 133 of the Act.
2. The notice referred to in subsection 1(a) above must include names of the persons who entered the strata lot, the date and approximate time of entry, and the reason for entry.

8. Moving in or Out *(amended AGM October 31, 2023, CB1034264)*

1. A move-in fee of \$400 will be assessed to strata lot each time residents move into the strata lot. The fee shall be payable to LMS 1367-Ocean Park Gardens and submitted to the Property Management Company on or before the due date of the first month's strata fees.
2. Prior to moving in, two (2) keys per strata lot will be provided to an owner (via their realtor) for exterior doors to the strata building. Additional keys will be provided following a written request to the Property Management Company by the owner and receipt of a refundable deposit of \$200 per key. Extra keys, (being those in addition to the two (2) initially provided) must, upon sale or transfer of the strata lot, be returned to the Property Management Company for a refund of the deposit.
3. Prior to moving in, two sets (each of two) FOBs per strata lot (FOBS being a small security hardware device with built-in authentication code) will be provided to an owner (via their realtor).
 - a. One set will control access to the parkade via the overhead gate.
 - b. The second set (mini-FOB) will activate the doors between the Level 1 foyer and parkade as well as the garbage room door.
4. Additional Fobs of the types mentioned in Section 3, and/or for a FOB to activate the building front door, will be provided following receipt of a written request to the Property Management Company and a refundable deposit of \$200 per FOB. All additional FOBs, must, upon sale or transfer of the strata lot, be returned to the Property Management Company for a refund of the deposit.
5. Movement of items through the stairwells is not permitted without the prior written approval of the strata corporation.
6. Disposal of boxes and waste which are a result of the move are the responsibility of the resident moving in. These items must not be disposed of in the Strata garbage or recycling bins. Costs incurred by the strata corporation in disposing of such items will be charged to the owner of the strata lot. See also Division 1, Section 3.10
7. Elevator use must be conducted in accordance with the Strata Rules

9. Vehicles and Parking Areas

1. A resident must only use the parking space(s) specifically assigned to the strata lot. No other resident shall use such parking space(s) without the owner's permission. Parking spaces must not be rented to non-residents.
2. A resident must not park their vehicle(s) in a parking space designated for use by visitors.
3. Visitors may only park in parking spaces designated for use by visitors for a maximum period of 48 hours without the permission of the Strata corporation. Overnight visitor parking must be noted on the bulletin board using the forms provided.
4. No resident or visitor shall park a vehicle in an unsafe manner, in a location that interferes with parking stalls, access lanes or in front of the garbage container room.
5. Incoming vehicles shall have the right-of-way on all driveways and at the parkade overhead door.
6. No vehicle repairs, except for minor routine maintenance, are permitted.

7. Other than motor vehicles, grocery carts, wagons, bicycles, electrical scooters and walkers may be stored in parking spaces. All such items are stored at the resident's risk. *(amended AGM October 24, 2024, CB1747081)*
8. The parking space(s) must be kept clean and tidy by the resident to whom it is assigned.
9. Motor vehicles dripping oil, gasoline or any other fluid are prohibited from entering the parkade. Owners of motor vehicles causing floor stains or leaving fluids shall clean up all drippings including stains. Failing to do so within seven (7) business days of the resident receiving written notice, the strata corporation may initiate cleaning and the costs of such cleaning charged to the owner of the strata lot to whom the parking space is assigned. These costs become due and payable with the next monthly maintenance fee.
10. Owners are responsible for ensuring their unlicensed vehicles are covered by insurance for third party liability. Upon request, a copy of the insurance must be provided to the Strata Corporation. If evidence of insurance on unlicensed vehicles is not provided, and the resident to whom the parking space has been assigned has been requested in writing to provide a copy but has not done so within seven (7) business days, the strata corporation may arrange to have the unlicensed vehicle removed from the parkade and the cost of removal charged to the owner of the strata lot to whom the parking space has been assigned. These costs become due and payable with the next monthly maintenance fee.
11. Only resident's vehicles may be washed and vacuumed in the designated area. Once washing and vacuuming are complete, any excess water and debris in the area must be removed.
12. A resident must not charge an electric vehicle, including but not necessarily limited to, a mobility scooter or an electric powered bicycle, using an electrical outlet on the common property.

Division 2 – Powers and Duties of the Strata Corporation.

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 4

Except as otherwise provided in the Act, the strata corporation is responsible for managing and maintaining the common property and common assets of the strata corporation for the benefit of the owners. These powers and duties may include, but not necessarily limited to:

1. Repair and Maintenance of Property.

1. The strata corporation must repair and maintain all the following [72]:
 - 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:
 - (1) Repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (2) 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 (including frames and hardware) and skylights on the exterior of a building or that front on the common property, except for window screens and patio door screens.
 - (e) Fences, railings and similar structures that enclose patios, balconies and yards.

2. Acquisition and Disposal of Property

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 5, Section 82

1. The strata corporation may acquire personal property for the use of the strata corporation.
2. The strata corporation may sell, lease, mortgage or otherwise dispose of personal property.
3. The strata corporation must obtain prior approval by a resolution passed by a 3/4 vote at an annual or special general meeting of an acquisition or disposal of personal property exceeding \$2,000.00 in value.

Division 3 – Council

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 1

The powers and duties of the strata corporation are exercised and performed by an elected strata council, including the enforcement of the bylaws and rules.

1. Council Size

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

2. Council Membership

1. Where the strata corporation is entitled to register a lien against a strata lot under Section 116 of the Act, the owner of that strata lot is ineligible for election to the council and where that owner is already a member of the council, they shall be deemed to have resigned from council upon registration of a lien.
2. Only one representative of a strata lot may be a member of the council at any time.

3. Council Members' Terms

1. The term of office of a council member end at the end of the annual general meeting at which the new council is elected.
2. A person whose term as council member is ending is eligible for reelection.

4. Removing Council Member

1. The strata council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
2. After removing a council member, the strata council must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

5. Replacing Council Member

1. If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term unless there is no person willing to fill the position.
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 this section 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 unwell or unable to act for a period of two or more months, persons holding at least 25% of the strata council'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.

6. Officers

1. At the first meeting of the council held after each annual general meeting of the strata council, the council must elect, from among its members, a president, a 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, or
 - b. For the remainder of the president's term if the president ceases to hold office.
4. If an officer, other than the president, is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
5. Strata council members in the position of President, Vice President or Treasurer shall serve a maximum tenure of three consecutive years in this office but may continue to serve on the strata council.

6. After the strata council's term, the immediate Past President, if not re-elected for the next term, may act in an advisory capacity to elected strata council.

7. Calling Council Meetings

1. Any council member may call a council meeting by giving the other council members one week's notice of the meeting, specifying the reason for calling the meeting.
2. The notice 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, 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.
4. The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

8. Quorum of Council

1. A quorum of the council is:
 - a. Two if the council consists of 2, 3 or 4 members,
 - b. Three if the council consists of 5 or 6 members, and
 - c. Four 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.

9. Council Meetings

1. At the option of the council, meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
2. If a council meeting is held by electronic means, council members are deemed to be present in person.
 - 2.a. For the purposes of bylaw 9.1 and 2, a decision made by email or any other electronic messaging system or platform shall be deemed a meeting "held by electronic means" provided that:
 - (1) all council members (except any who would be excluded under s.32 of the Act) were sent the original email or message seeking a decision be made in relation to a particular issue;
 - (2) one of the following has occurred:
 - (a) all council members (except any who would be excluded under s.32 of the Act) have responded to the original email or message with a vote in favour or against the decision being requested; or
 - (b) one week has passed since the original email or message was sent and enough council members to constitute a quorum have responded to the original email or message with a vote either in favour or against the decision being requested; or
 - (c) an immediate decision is necessary to prevent significant loss or damage and enough council members to constitute a quorum have responded to the original email or message with a vote in favour or against the decision being requested;
 - (3) the decision is recorded in the minutes of the next strata council meeting not conducted by email or similar means; the owners are notified within two weeks of the decision being made, and
 - (4) a copy of the email or message exchange is retained as a record of the strata corporation pursuant to s.35 of the Act. *(subsection 2(a) approved AGM October 24, 2024 CB1747081)*
3. Owners may attend council meetings as observers. However, owners who wish to speak must provide seven (7) days prior notice to the strata council.
4. Despite subsection (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. *Bylaw 3.9.4b rescinded AGM October 24, 2024, CB1747081*
 - c. Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

10. Voting at Council Meetings

1. At council meetings, decisions must be made by the 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.
4. For the purposes of this bylaw, "majority vote" means a vote in favour of a resolution by more than 1/2 of the votes cast by council members who are present and who have not abstained from voting.

11. Council to Inform Owners.

1. The council must inform owners of the minutes of all council meetings within two weeks of the meeting.

12. Delegation of Council's Powers and Duties

1. Subject to subsections (2) to (4), the council may delegate some or all its powers and duties to a committee consisting of owners, including council members, to assist the strata council in performing its duties:
 - a. The chairperson of the committee will be selected from amongst those members on the committee,
 - b. The Strata Council:
 - i. Must provide the committee with a mutually agreed written scope and authority of the delegation, including expected deliverables and reporting requirements,
 - ii. May revoke the delegation at any time.
 - c. The committee is indemnified from any legal actions or claims that may arise, because of performing their duties, provided they act within the limitations set out by the written delegation and within the limitations set out by the Strata Property Act, Regulations, and strata bylaws and any other enactment of law.
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).
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, or
 - 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.
5. The council may delegate other non-monetary administrative duties and assignments.

13. 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. Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Annual and Special General Meetings

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 4

1. 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 voter's present in person or by proxy from among those persons who are present at the meeting, including the Property Manager.

2. 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, 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.
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.
4. A strata lot vote may not be exercised, except on matters requiring a unanimous vote or an 80% vote, if the strata council is entitled to register a lien against that strata lot under Section 116 of the Act.

3. Voting

1. At an annual or special general meeting, voting cards must be issued to eligible voters.
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.
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.
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.
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.
6. 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.

4. 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 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 council 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.

Division 5- Financial Management. *(amended AGM October 31, 2023, CB1034264)*

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 6 and Strata Property Regulation Part 6

1. Strata Council Responsible for Common Expenses

1. The strata council is responsible for the common expenses of the strata corporation.
2. 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.
3. Despite subsection (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 required to ensure safety or prevent significant loss or damage. (See also Division 5, Section 3)

2. Operating Fund and Contingency Reserve Fund

1. Expenses from the Operating Fund, for other than continuing service contracts, that exceed \$5,000 require at least three [3] quotes to be solicited to the same specifications before the expenditure can be approved.
2. For continuing service contracts exceeding \$ 5,000 or where the tendered price from the current service supplier is greater than 5% of the previous accepted bid, three (3) competitive bids must be solicited.
3. For the purposes of this bylaw continuing service contracts, pertain to, but not necessarily limited to:
 - Fire System inspection, testing and maintenance.
 - Building roof inspection and maintenance.
 - Equipment inspection and maintenance.
 - Facilities maintenance (e.g., window cleaning, power washing, minor repairs etc.)

3. Unapproved Expenditures

1. If a proposed expenditure has not been put forward for approval in the budget at an annual or special general meeting, the strata council may only make the expenditure in accordance with this section.
2. For the purposes of Section 98(2) of the Act the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$7,500.00.

Division 6 – Enforcement of Bylaws and Rules

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 7

1. Procedure

1. The aggrieved party complaining of a bylaw or rule breach by another resident must make a written complaint to the strata council providing full details of the alleged infraction, including source, dates, responsible parties, and other pertinent details.
2. The strata council must then give the alleged bylaw or rule offender written notice of the complaint,
3. The strata council must decide, within four weeks, whether to proceed with enforcement. It may give the alleged bylaw or rule offender a warning or time to comply with the bylaw or rule. If the breach is corrected, the strata council may decide not to take any further steps. Alternatively, the strata council may proceed with enforcement,
4. If the strata council decides to proceed with enforcement, it must give the alleged offender two weeks to respond to the complaint, including an opportunity to respond at a hearing,
5. Once the alleged offender has answered the complaint, the strata council must decide whether a bylaw or rule has been breached by the alleged offender,
6. If the strata council decides that a bylaw or rule has been breached, it must then decide how to enforce the bylaw or rule against the offender; and the strata council must give written notice of its decision to both parties to the complaint, in writing, of their decision and record it in the council meeting minutes.

2. Fines *(amended AGM October 24, 2024, CB1747081)*

1. The strata council may fine a resident a maximum of:
 - a. \$200 per week for each contravention of a bylaw, other than a rental bylaw,
 - b. \$500 per week for each contravention of a rental bylaw, except \$1,000 per day for each contravention of bylaw Division 10.2, and
 - c. \$50 per week for each contravention of a rule.
2. Fines levied by the strata council shall be due with the next installment of strata fees. See also Division 1, Section 1.
3. Fines will be levied as long as a contravention continues.

Division 7 – Security

1. Residents are responsible for anyone they admit to the building.
2. For reasons of safety and security no lock or security device on common property shall be installed or altered, and no extra keys shall be made for any lock in the building without the written permission of the strata corporation, the exception being keys to the owner's front door. Any re-keying of a strata unit front door must be done to comply with the 'grand master' key held by the strata corporation.
3. For general safety and security, residents must ensure that entrances to the building are secured always.
4. To ensure that no unauthorized person(s) access the building, residents opening the overhead parkade door to enter or exit the parkade must stop their vehicle upon passing through the overhead door and remain stopped until the overhead door closes completely.
5. Any person who uses disrespectful, profane, abusive or threatening language or engages in abusive or threatening behavior, directed towards a resident, visitor, a member of the strata council, property manager or building maintenance personnel shall be assessed a fine of \$50 for each offence.

Division 8 - Insurance

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 9

1. For the purposes of Section 149(4)(b) of the Act, "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1(2)
2. In the event of damage to the Property caused by earthquake, the Strata Council shall levy a special levy upon all owners of the strata corporation in proportion to the respective unit entitlement of each owner's strata lot in an amount equivalent to the deductible. In such a case, the special levy shall immediately become due and payable in full and any owner who sells, conveys, or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding.
3. As a matter of financial convenience, the owners may pay the special assessment over a period of six (6) months, such payments to be equally divided and commencing on the first day of the month following declaration of this bylaw by the strata council or any duly appointed administrator in lieu of the strata council.
4. This special assessment shall be considered as part of the common expenses of the strata corporation and Section 116 of the Act shall be applicable where an owner fails to make the required payment as authorized by this bylaw.
5. The owner of a strata lot shall be obligated to pay to the strata corporation upon demand the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy, where:
 - a. The resident of that owner's strata lot or their guest or invitee are responsible for the cause of the claim, or
 - b. The source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot).
6. If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure and:
 - a. The resident of that owner's strata lot or their guest or invitee are responsible for the cause

- of the claim, or
 - b. The source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot),
 - c. The owner shall pay directly any deductible related to such claim.
7. The strata corporation, subject to the terms of the Strata Property Act and these bylaws, shall recover from an owner the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair (or otherwise choose to repair) and which is below the deductible for which:
 - a. The resident of the strata lot or their guest or invitee are responsible, or
 - b. The source of which originated in that strata lot (other than from common property within the strata lot).
 8. The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the Strata corporation pursuant to Section 133 of the Strata Property Act.
 9. The owner of a strata lot shall be obligated to pay to another owner the reasonable costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot (other than from common property within the strata lot).
 10. The strata council, having obtained written expert advice on the matter, and after having provided an owner facing liability under this bylaw with an opportunity to make submissions to the strata council, shall determine whether an owner is responsible for damage and whether the source of the damage originated within the owner's strata lot.

Division 9 - Court Actions

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 10

1. In accordance with Section 171(4) of the Act the authorization referred to under Section 171(2) of the Act is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the strata council only.

Division 10 - Rental Restrictions *(amended AGM October 31, 2023, CB1034264)*

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 8

1. An owner who leases his strata lot shall provide to the strata corporation a Form "K" Notice of Tenant's Responsibilities, in accordance with Section 146 of the Strata Property Act. Failure to provide a Form "K" within 10 days of the commencement of tenancy shall be cause for a \$500.00 per week fine against the strata lot owner for as long as the form remains outstanding. *(Amended AGM October 22, 2025 CB2564218)*
2. Short-term accommodation shall refer to a period of time of less than 90 consecutive days. A resident who provides short-term accommodation in contravention of Section 2 of this bylaw shall be fined \$1000 per day. See also Division 6, Section 2.

A resident must not:

- ~~a. use or allow their strata lot (or any part of it) to be used for the purposes of providing accommodation for the public nor as part of a vacation rental program, short term accommodation arrangement, room rental, home exchange or other similar arrangement. For greater clarity, the hosting of a single foreign student as part of a homestay or exchange program is not prohibited.~~
- ~~b. allow, permit, agree or otherwise grant a license to, in exchange for money or other consideration, a person who ordinarily resides outside the strata corporation to occupy their strata lot while that owner, tenant or occupant is absent from the strata lot.~~

(deletions approved AGM October 22, 2025, CB2564218)

3. A residential strata lot shall only be used as a single-family dwelling.

For the purposes of this bylaw the following classes of persons shall be considered part of a "single family":

- (a) a live-in-caregiver; and
 - (b) a roommate who resides or intends to reside in the strata lot for a period of greater than 30 days.
4. A strata lot may be used for a home office provided that no clients or customers attend the strata lot.

Division 11 - Age Restriction *(amended AGM October 31, 2023, CB1034264)*

1. Subject to the exemptions under the Act, all persons residing in the strata lot must be 55 years of age or older.

Division 12 – Definitions and Interpretation

Reference: Strata Property Act (SBC 1998) Chapter 43, Part 1

1. **"3/4 vote"** means a vote in favour of a resolution by at least 3/4 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.
2. **"80% vote"** means a vote in favour of a resolution by at least 80% of the votes of all the eligible voters.
3. **"business day"** means any calendar day from 00.01 to 24.00, excluding weekends and public holidays.
4. **"bylaw"** means a bylaw of a strata council.
5. **"common asset"** means:
 - a. personal property held by or on behalf of a strata corporation, and
 - b. land held in the name of or on behalf of a strata corporation, that is
 - c. not shown on the strata plan, or
 - d. shown as a strata lot on the strata plan.
6. **"common expenses"** means expenses
 - a. relating to the common property and common assets of the strata corporation, or
 - b. required to meet any other purpose or obligation of the strata corporation.
7. **"common property"** means
 - a. that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - b. pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
 - i. within a floor, wall or ceiling that forms a boundary between a strata lot and another strata lot,
 - ii. between a strata lot and the common property, or
 - iii. between a strata lot or common property and another parcel of land, or
 - iv. wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property.
8. **"contingency reserve fund"** means a fund for common expenses, as set out in Section 92 (b) of the Act.
9. **"day"** means any calendar day from 00.01 to 24.00, including weekends and public holidays.
10. **"eligible voters"** means persons who may vote under Sections 53 to 58 of the Act.
11. **"limited common property"** means common property designated for the exclusive use of the owners of one or more strata lots.

12. **"majority vote"** means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible owners of one or more strata lots; voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
13. **"occupant"** means a person, other than an owner or tenant, who occupies a strata lot.
14. **"operating fund"** means a fund for common expenses, as set out in Section 92 (a).
15. **"owner"** means a person who is:
 - a. a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
 - b. if the strata lot is in a leasehold strata plan, as defined in Section 199, a leasehold tenant as defined in that section, unless there is
 - c. a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
 - d. a registered life estate, in which case it means the tenant for life.
16. **"regulations"** means regulations made by the Lieutenant Governor in Council under Section 292 of the Act.
17. **"rule"** means a rule of a strata corporation made under Section 125 or 197 of the Act.
18. **"strata corporation"** means a strata corporation established under Section 2 of the Act.
19. **"strata lot"** means a lot shown on a strata plan.
20. **"residents"** means collectively, owners, tenants, and occupants and "a resident" means collectively, an owner, a tenant and an occupant.
21. **"tenant"** means a person who rents all or part of a strata lot and includes a subtenant but does not include a leasehold tenant in a leasehold stratum plan as defined in Section 199 or a tenant for life under a registered life estate.
22. **"unanimous vote"** means a vote in favour of a resolution by all the votes of all the eligible voters.
23. **"unit entitlement"** of a strata lot means the number indicated in the Schedule of Unit Entitlement established under Section 246 of the Act, that is used in calculations to determine the strata lot's share of the:
 - a. Common property and common assets, and
 - b. Common expenses and liabilities of the Strata Corporation.

Strata Plan LMS – 1367

OCEAN PARK GARDENS

1725 – 128th Street
Surrey, British Columbia
V4A 3V2

RULES – REVISION 6A

INTRODUCTION

Interpretation

1. 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 and Rules, “residents” means collectively, residents, tenants and occupants and “a resident” means collectively, a resident, a tenant and an occupant.

Precedence of Documents

1. In the event of any ambiguity, conflict or inconsistency between or among the following documents they shall be construed, interpreted and applied to give effect to their express terms in the following order of precedence so that the first mentioned document shall prevail, notwithstanding any term or aspect of later mentioned documents:
 - a. Strata Property Act [SBC 1998] CHAPTER 43 STRATA PLAN LMS 1367,
 - b. Strata Property Regulation.
 - c. OCEAN PARK GARDENS - Schedule of Bylaws STRATA PLAN LMS 1367,
 - d. OCEAN PARK GARDENS - Rules

Revision History

Rule #4 amended and ratified AGM October 21, 2020
Rule #4.8 amended and ratified AGM October 31, 2023

STRATA PLAN LMS 1367 – OCEAN PARK GARDENS

RULES

1. COMMUNICATIONS

Strata Council

Communications between residents and the strata council shall be in writing, signed and dated and deposited in the council mailbox #507 located in the main entrance hall. This is the preferred method of communicating with the strata corporation. Items deposited are collected weekly by a representative of the property management company who will place them on the agenda of the next strata council meeting.

Strata Council Meetings

Strata council meetings are normally held on the third Wednesday of each month, commencing at 03:00pm, in the Social Room.

Property Management Company

Fraser Campbell Property Management
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2. GARBAGE DISPOSAL & RECYCLING

Household Garbage (Metal Dumpster)

1. Must be in plastic bags and well secured before being put into the metal garbage dumpster.
2. Materials, other than ordinary household refuse and garbage, must not be placed in the metal garbage dumpster and shall be removed from the strata property by the resident at their sole expense.

Recyclable Items (Blue Bins)

1. Corrugated cardboard boxes must be flattened and reduced in size to fit in the designated recycle container before disposal along with all other recyclable items including newspapers, containers made of recyclable metal or plastic.
2. Glass bottles (wine, beer, spirits, etc.) and aluminum drink cans (beer, pop, etc.) shall be rinsed out and placed in the designated “blue” box.

Kitchen and Garden Waste (Green Bin)

1. To reduce unpleasant odors in the garbage room, separate food scraps and food soiled paper from regular garbage and place in biodegradable bags available to most hardware store or tightly wrap in newspaper. Please do not place loose food scraps in the green bin.

3. EXERCISE ROOM (Ground Floor)

1. The Exercise Room and the equipment therein are for the exclusive use of the residents. Children under the age of 12 and guests must be accompanied by a resident.
2. Users are required to clean the equipment after each use and to report any defect or damaged to the equipment to the Strata Council.
3. Use of the Exercise Room and the equipment therein is at the user's own risk. Strata Plan LMS 1367 accepts no responsibility for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, which may result by reason of use of the exercise equipment by any person.
4. Users of the Exercise Room are advised to seek the advice of a physician before starting any exercise program.
5. Users of the Exercise Room must ensure that lights and equipment are turned off and doors locked on leaving the room

4. SOCIAL ROOM (Fourth Floor)

1. The social room is for the use of all residents and may be reserved on a "first-come" basis. To reserve the social room a resident must contact the Social Room Use Coordinator to confirm availability.
2. No dancing or running shall be permitted in the social room or on the adjoining rooftop deck.
3. Music shall be played at a reasonable level so as not to disturb the quiet enjoyment of other residents.
4. Functions shall terminate at 11:00 p.m. Sunday through Thursdays and by midnight on Fridays and Saturdays. The exception being when approval is giving by the strata council to terminate a function at a later specific time; e.g. New Year's Eve.
5. The resident booking the social room shall ensure the room is cleaned after the function. Cleanup includes removing all garbage, vacuuming, washing floors in the kitchen and bathroom, cleaning the toilet, counter tops, sinks and the stove elements and/or oven if used.
6. Cleaning normally shall commence immediately following the function. However, cleanup may be deferred until the following morning providing it does not interfere with a subsequent function.

7. If functions include non-residents, the social room must be reserved by a resident (the Host) who shall complete a "Social Room Facility Use Agreement" and provide a rental fee of \$25, payable to the strata corporation. However, if the function will consist of only building residents the \$25 rental fee is waived, and it is not necessary to complete the "Social Room Facility Agreement". In all instances, the Host must also attend such functions.

8. The Host shall use reasonable effort and care to control the actions of the Host's guests using the social room and compliance with the strata bylaws and rules. The Host may be fined by the strata for any such violations. *A resident using the Fourth Floor Patio, i.e., that adjoining the Social Room, with non-resident guests will not incur the \$25.00 rental fee. The resident must confirm that their use of the patio does not conflict with a private function in the Social Room nor restrict or interfere with other owners wishing to use the patio at the same time. (ratified AGM October 31, 2023)*

9. No item(s) shall be hooked, screwed, nailed or fastened to the walls, drapes or fixtures. Any damage must be reported to the strata council. (Refer to Bylaws, Division 1, Section 3, Subsection 8 and Bylaws Division 6, Section 3).

10. Each strata lot is entitled to a maximum of 6 functions per year. Any additional functions must be approved by the strata council.

11. Residents may temporarily remove portable tables and chairs for a period not exceeding 5 days, for use only in their strata lot, after confirming with the Social Room Use Coordinator that the items are not required by others.

12. Noise from the Social Room for set up or other activity be restricted before 8:00 am and after 11:00 pm. *(ratified AGM Oct. 21, 2020)*

13. Owners are asked to not use the Social Room refrigerator for storage of personal items. Those using the Social Room for a private function are authorized to use the refrigerator for 5 days before the event and two days after a private function. *(ratified AGM Oct. 21, 2020)*

5. ELEVATOR BOOKING and USE

1. A resident must book the elevator a minimum of 3 business days prior to a move, by phone, with the Property Management Company.

2. The elevator will be booked on a "first-come" basis. However, should it happen that two moves are scheduled for same day, which is the maximum allowed, the first booking will have the choice of morning or afternoon. It is expected that courtesy will be allowed to the other moving party.

3. The resident booking the elevator is responsible for insuring the elevation blankets is installed on the elevator walls for the duration of the move.

4. No moving is to be done prior to 9:00 a.m. or later than 10 p.m. on any day.
5. The resident must pay a refundable deposit of \$50 at the time of picking up the elevator service key from a strata council member. If the key is not returned, the deposit will be forfeited.
6. While using the elevator service key the resident must allow free flowing of the elevator between loads. Furnishings shall be moved into the elevator lobby, loaded into the elevator, then unloaded at the destination elevator lobby and the elevator released for another resident's use, until it is again required to be loaded.
7. A resident moving in (or out) of the building without using the elevator service key or the protective blankets installed, will be subject to a \$50 fine and the costs to repair any damage to the elevator. (See Bylaws Division 6, Section 3).
8. The elevator door shall not be "propped" open as this will damage the operating mechanism.
9. The front doors to the building must not be propped open and unattended as this comprises the building security.
10. The resident making the move is responsible for any damage to doors, walkways, driveways, and common property of the strata property caused by the movers. If damage is done, the resident must report this to the moving company and the strata council.
11. For moves requiring the use of the elevator, the following limitation shall be considered:
 - Door Width = 36"
 - Door Height = 50"
 - Elevator Compartment Width without protective blanket installed = 67"
 - Elevator Compartment Depth without protective blanket installed = 50"
 - Elevator Compartment Height without protective blanket installed = 90.5"