

SCHEDULE OF BYLAWS
The Owners, Strata Plan LMS 740

Be it resolved by a $\frac{3}{4}$ vote of The Owners, Strata Plan LMS 740 that:

- (a) the Schedule of Standard Bylaws be repealed for this strata corporation; and
- (b) all previously registered bylaws be repealed, and replaced with the bylaws that follow.

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$25.00 per month while the strata fees remain in arrears. If an owner fails to pay a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$50.00 per month while the special levy remains in arrears.
- (2) An owner must pay strata fees by way of twelve consecutive, monthly post-dated cheques for the fiscal year of the strata corporation, dated as of the first day of each month, or if the strata corporation has made the service available, authorization for monthly automatic debit from the owner's bank account.
- (3) Each cheque written to the strata corporation and dishonoured by the owner's financial institution will be subject to a fine of \$25.00.

Repair and maintenance of property by owner

- 2 (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. Owners are responsible to repair and maintain their own interior, door and must do so to ensure a standardized colour, style and overall appearance with the surrounding exterior doors.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
 - (3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs, or two cats, or one of each.
 - (4) No pets are allowed, except for those specifically provided for in the previous paragraph. Notwithstanding the generality of the forgoing prohibition, snakes, reptiles, spiders and large members of the cat family are specifically prohibited.
 - (5) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. Dogs on common property must be leashed, with the leash controlled by a responsible adult and the leash must not be let out more than six feet while the dog is on common property. The owner of the applicable strata lot is responsible for the immediate clean-up and disposal of any pet excrement that occurs on common property.
 - (6) Pets must be kept only in a strata lot and only in accordance with these bylaws. Pets are only allowed on the common property for the purpose of ingress and egress from the strata lot.
 - (7) A pet shall not cause a nuisance to any resident.
 - (8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
 - (9) A strata lot owner assumes all liability for damage to person(s) or property caused by a pet kept in his or her strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

(10) An owner, tenant, occupant or visitor must not feed a bird, rodent or other wild animal from a strata lot, land that is a common asset, the limited common property or common property.

(11) An owner or tenant shall not permit his or her strata lot to be occupied by more than two persons in a one bedroom strata lot or four persons in a two bedroom strata lot, (whether these persons be adults or minors). For occupancy of a greater density than the said ratios, the owner of the strata lot must, prior to occupancy at the increased density taking place, obtain the prior written consent of the council. Individuals staying in a strata lot for less than 30 days in any six month period shall be considered to be visitors and not residents for the purpose of this bylaw.

(12) An owner, tenant or occupant must not allow a strata lot to become unsanitary or untidy.

(13) An owner, tenant or occupant shall not disconnect or tamper with any part of the fire protection system in the building, including but not limited to the portion contained in his or her strata lot.

(14) An owner, tenant, occupant or visitor shall not do anything on common property likely to damage or prevent the reasonable growth of plants, bushes or flowers.

(15) No one shall play on the common property and the strata corporation shall not be held responsible for injuries resulting from a person doing so. No bicycling, skateboarding, rollerblading, roller skating or use of a scooter is permitted on common property except for a scooter or other device used by an individual who has a physical disability that requires a scooter or a similar device.

(16) No soliciting is allowed in the strata complex.

(17) The sidewalks, walkways, passages and driveways of the common property, limited common property and land that is a common asset shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property. An owner, tenant or occupant must not hinder or restrict access to a sidewalk, entrance, exit, hall, passageway, stairway or other part of the common property, limited common property or common assets.

(18) No mop or duster shall be shaken out of a window, door or from the balcony or patio of a strata lot. No water or other liquid shall be thrown out of or allowed to escape from a window, door, balcony or patio of a strata lot. No one shall wash a balcony or patio in a manner that allows water to escape from the balcony or patio. No one shall throw anything from a window, door, balcony, or patio, including but not limited to a cigarette, cigarette butt, rubbish, toy, beverage container, chewing gum, or food.

- (19) No one shall have a waterbed in a strata lot.
- (20) Live and/or potted Christmas trees are not allowed in the complex.
- (21) Smoking is not permitted on any of the common property, whether interior or exterior. No one is permitted to smoke in a vehicle while it is on common property.
- (22) Propane and electric barbecues are permitted on a balcony or patio. Charcoal or briquette type barbecues are not permitted on a balcony or patio.
- (23) An owner, tenant or occupant must not use a common property electrical outlet for personal use, with the exception of parking area outlets used while vacuuming a vehicle, and hallway outlets used while vacuuming the common property.
- (24) An owner, tenant or occupant may post notices on the designated bulletin board, subject to the sign being removed by the council if deemed inappropriate or posted for more than one (1) week.
- (25) An owner, tenant, occupant, or visitor must ensure that when the stove is being used for cooking all entrance doors to the strata lot are kept closed and the kitchen extract fan is left on.
- (26) An owner, tenant, occupant or visitor must ensure that the bathroom extract fan is used when a shower or bath is taken.
- (27) An owner, tenant, occupant, or visitor must not erect or display, or permit to be erected or displayed, any sign, fence, billboard, placard, advertising, notice or other fixture of any kind on the common property, limited common property, or a common asset, unless authorized by the council. An owner, tenant, occupant or visitor must not erect or display or permit to be erected or displayed any sign, fence, billboard, placard, advertising, notice or other fixture of any kind on a strata lot so that it is visible from outside the strata lot.
- (28) All owners, tenants and occupants are required to register fobs and parking passes annually. Registration forms must be completed and returned to the Lobby Office during the registration period set by council from time to time. Unregistered fobs will be deleted one week following the registration period. All cars parked in the visitors parking area without registered parking passes will be towed. Registration is conducted by the council and building caretaker.
- (29) Except in the case of an emergency, the duties of the building caretaker are restricted to the common area only, unless otherwise directed by council.

(30) No owner, tenant or occupant may contact the building caretaker prior to 9:00 a.m. or after 5:00 p.m. In the case of an emergency outside these hours, owners, tenants and occupants are to contact the property management company's emergency line.

(31) No owner, tenant or occupant shall be entitled to claim any compensation from the strata corporation for loss to property or person unless the loss or damage results from the negligence on the part of the strata corporation or its employee(s) or agent(s).

(32) An owner, tenant or occupant must ensure that ordinary household garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is placed in recycling bins provided by council for that purpose and refuse other than ordinary household garbage is removed appropriately. Any refuse materials other than ordinary household garbage, including but not exhaustively mattresses, computer and audio visual equipment, furniture, luggage and/or clothing shall be removed from the strata plan property by the owner of the applicable strata lot at his or her own expense. Cardboard must be collapsed before being placed in the recycling bin.

(33) An owner, tenant, or occupant shall ensure that no laundry, washing, clothing, bedding, flag or other articles are hung or displayed from a window, balcony or patio so that they are visible from outside the strata lot.

(34) The only items allowed on a balcony or patio are free standing, self contained planter boxes or containers, and free standing summer furniture and accessories of a reasonable size, Council shall, in its reasonable discretion, determine what is a reasonable size. No item, including but not limited to a planter box, shall be placed over a balcony or patio railing.

(35) An owner, tenant, occupant or visitor must not hold the elevator open after the door starts to buzz and close. Doing so will cause the elevator to shut down. The cost of the elevator service call will be reimbursed to the strata corporation by the owner of the applicable strata lot.

(36) It is recommended that owners and tenants obtain insurance to cover personal possessions, improvements to their strata lots and third party liability insurance.

(37) An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:

- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
- (b) in any way increases or may increase the liability risk of the strata corporation;

- (c) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
- (d) involves individuals using a strata lot as a place of temporary lodging.

(38) If an owner is renting a strata lot he or she must comply with all provisions in the *Strata Property Act* regarding providing the prospective tenant with the current bylaws and rules and a Notice of Tenant's Responsibilities in the prescribed form and ensuring that the form is delivered to the council within the time specified.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, telephone number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name and of the name of everyone residing in the strata lot, including but not limited to the name of any individual(s) subletting the strata lot.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*;
 - (h) plumbing, electrical work, wiring, heating, air conditioning or other services.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.

(2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) No awning, supplementary heating or air conditioning device, shade, screen, sunscreen, window or balcony guard, antennae, satellite dish, greenhouse, hot tub, pole, clothesline, umbrella rack, shed or enclosure, shall be hung, attached, placed or mounted on the common property, including but not limited to the limited common property, without the prior written permission of council.

(4) Aluminum foil shall not be used to cover a window or patio door.

Alterations to a strata lot or common property

7 (1) Any alteration to a strata lot as described in section 5 and any alteration to common property are both governed by bylaw 7.

(2) An alteration that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration.

(3) An owner may receive approval from council for an alteration on the condition that the owner signs an Assumption of Liability Agreement in the form approved by council.

(4) An owner applying for an alteration must submit, in writing, detailed plans and a written description of the intended alteration. The alterations must be done in accordance with the design submitted to council.

(5) An owner requires council's written approval for all plumbing work.

(6) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.

(7) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations,
- (b) the effects on all adjacent strata lots or common property, and
- (c) the effects of rain and weathering, staining, discoloration.

(8) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

(9) All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his or her responsibility.

(10) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(11) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(12) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of an approved alteration. The council may include specified supervision or inspection as a requirement of approval.

Permit entry to strata lot

- 8 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) The owner of a strata lot must reimburse the strata corporation for the cost of emergency access required as a result of the negligent or willful act of an owner, tenant or occupant, or visitor of the strata lot.
- (4) Some strata lots have a plumbing access panel located inside them and the plumber requires access to one or more of these strata lots occasionally to carry out repairs and maintenance involving the access panel. Access to these strata lots for the purpose of using the plumbing access panel must be provided on the basis of subsection (1) above.
- (5) Access on 48 hours' notice as described in paragraph 8(1)(b) is required by the strata corporation for the annual fire inspection.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size and membership

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

(2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Council members' terms

11 (1) The term of office of a council member ends at the end of the annual general meeting at which time the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 12 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 13 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (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 unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 14 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 15 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council 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.

Quorum of council

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

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (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) rental restriction bylaw exemption hearings under section 144 of the *Act*;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (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.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (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,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) 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 immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 23** Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

- 24** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

Quorum

- 25** If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum except that meetings commenced as a result of a petition of the owners pursuant to Section 43 of the *Strata Property Act* are automatically terminated if 1/3 of the owners are not present in person or by proxy within thirty minutes of the time appointed for the meeting.

Person to chair meeting

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

Participation at annual and special general meetings

- 27** (1) Only strata lot owners, proxy holders, and legal representatives of strata lot owners may attend annual and special general meetings.
- (2) Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 28** (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.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Order of business

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

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 30** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Insurance

- 31** (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the strata corporation's insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenant(s), occupant(s), visitor(s) or pets and the loss or damage is not covered by any insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation, the owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the strata corporation's insurance coverage. The owner shall indemnify and save harmless the strata corporation for these amounts.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, the owner is strictly liable and shall indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the strata corporation's responsibility to perform.

- (5) For the purposes of this bylaw any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

Division 8 – Parking

- 32 (1) An owner, tenant, occupant or visitor must not permit any oversized, commercial or recreational vehicles including, but not limited to, boats, trailers and campers, to enter or be parked or stored on common property, limited common property or land that is a common asset. Notwithstanding this bylaw, commercial vehicles may enter the premises to deliver goods or perform services.
- (2) No uninsured vehicles are allowed in the complex and vehicles must be in operative condition. An owner, tenant or occupant storing an unlicensed vehicle must provide proof of insurance including third party liability to the strata corporation on the commencement date of the storage and from time to time as requested by council. All stored vehicles must be in clean, operable condition with all tires inflated.
- (3) An owner must not rent his or her parking stall to any person that is not a current owner, tenant or occupant in the complex.
- (4) An owner, tenant or occupant must park only in the parking stall assigned to the applicable strata lot.
- (5) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stall(s), access lane(s) or no parking zone(s).
- (6) An owner, tenant, occupant or visitor must not use the parking area for any purpose other than parking a vehicle. Storing any items in a parking space other than an insured motor vehicle is prohibited.
- (7) All individuals operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- (8) An owner, tenant or occupant must wash a vehicle only in the designated vehicle washing area. Once the vehicle is washed, the owner, tenant or occupant must hose down and remove all dirt, refuse and excess water from the washing area. All cleaning materials and chemicals must be removed and/or flushed from the area. The use of pollutant material is prohibited. The washing area must only be used to wash the vehicle(s) of owners, tenants and occupants.
- (9) Vehicles leaking oil or other fluids must have an approved pad under the vehicle to prevent spillage on to the cement floor. Residents who fail to clean up

spills or maintain approved pads after receiving notice by council to do so will be provided with a pad and the applicable owner will be charged for the cost of the pad and the clean up.

(10) Residents will not be reimbursed for damage done to their vehicle from leakage through the parkade ceiling. Residents are advised to check regularly and if some dripping from the ceiling is noticed, they should wipe it from their vehicle immediately, cover their vehicle and advise the council, building caretaker and strata manager.

(11) The assignment of parking stalls located in the underground parking areas of Strata Plan LMS 740 shall be in accordance with the strata corporation's Parking Stall Assignment Schedule.

(12) Parking stalls that are not otherwise assigned to a specific strata lot may be rented by the council, in its sole discretion, on a first come, first served basis and council may, if required, prepare a waiting list of applications for additional parking stalls. Should a strata lot owner sell and transfer his or her strata lot, the additional parking stall assigned to that strata lot shall revert back to and come under the control and authority of the council who may, in its sole discretion, make this additional stall available to the next strata lot owner on the parking stall waiting list. The council reserves the right to adopt such other procedures as it deems appropriate in renting the additional stall. The rental of an extra parking stall shall be restricted to residents with a second vehicle registered in their name.

(13) The monthly user fee charged by the strata corporation for the use of an additional parking stall is \$100.00, payable in advance.

(14) Maintenance of vehicles on parking stalls is limited to minor tasks which do not involve extensive dismantling of engine or body parts or draining of automotive fluids. Tasks considered minor in nature, while not limited to the following, include changing spark plugs and belts, and the addition of automotive fluids. Repairs that are not of a minor nature must not be undertaken in the complex. Council, in its sole discretion, shall determine whether a repair is minor in nature.

(15) Where a resident is in violation of any provisions of the parking bylaw, the strata corporation reserves the right to remove any vehicle by a towing company, and all costs associated with such removal will be charged to the owner of the applicable strata lot.

(16) Council reserves the right to prohibit a non-resident from parking in the complex.

Division 9 – Visitor Parking

- 33** (1) Visitor parking shall be on a first come, first serve basis.
- (2) Visitor parking shall be permitted only in those stalls designated for that purpose by the council and is for the exclusive use of visitors only. Parking is permitted only during the hours and for the time periods as specified by the rules, unless otherwise authorized by the council. Vehicles used by those providing services to individual owners, such as contractors, are not allowed to be parked in visitor parking stalls. Unauthorized vehicles are subject to removal at the expense of the owner of the applicable strata lot or the expense of the owner of the applicable vehicle.
- (3) Visitor parking shall be permitted in the underground parking lot, provided all the conditions listed below are met:
- (a) owners and tenants are responsible for their visitor's adherence to the strata corporation's bylaws and rules;
 - (b) the visitor must place a clearly visible and legible strata issued visitor's parking pass on the front dash of his or her vehicle;
 - (c) the visitor's vehicle must be parked for the purpose of the visitor attending at the strata lot of the owner or tenant;
 - (d) the visitor must not park in the underground parking lot for more than 48 consecutive hours; and
 - (e) unauthorized vehicles are subject to removal at the expense of the owner of the applicable strata lot or the expense of the owner of the applicable vehicle.
- (4) No owner, tenant or occupant may park in visitor parking.

Division 10 – Bicycles

- 34** (1) Bicycles must not be taken into the building, except a resident may enter with a bicycle through the parking entrance in order to store a bicycle in the bicycle storage room. The use of the main lobby front door is prohibited and a bicycle is not permitted in an elevator or hallway.
- (2) A bicycle owned by a resident may only be kept in the bicycle storage room. No bicycle may be kept in a strata lot, on the limited common property, on a common asset, or on common property other than in the bicycle storage room. Bicycles not owned by a resident may not be kept anywhere in the complex.
- (3) Residents utilizing the bicycle storage room must register the stall number used with the building caretaker.

Division 11 – Moving

- 35 (1) An owner must conform and ensure that all tenants and occupants conform to the move in and move out bylaws and rules.
- (2) An owner, tenant or occupant must schedule all moving arrangements with the building caretaker at least seven (7) days before the moving date. All moves must take place between 9:00 a.m. and 5:00 p.m., Monday through Saturday. Moves are not permitted on Sundays and statutory holidays. In extraordinary circumstances, an arrangement may be made with council's prior written approval for a move to take place without seven (7) day's notice, or outside of the designated hours or days.
- (3) Owners will be assessed a "Change in Occupancy Fee" of \$200 each time the occupant(s) moves into a strata lot. If there is no damage to common property, limited common property and land that is a common asset, and all hallways and lobby areas are clean, \$100 will be refunded to the owner after the move out. The cost of any damage incurred during a move in or move out will be charged back to the owner. The "Change in Occupancy Fee" is charged as a user fee for the use of the common property.
- (4) The moving party must:
- (a) ensure that only elevator #1 is used;
 - (b) use the elevator service key to control the elevator;
 - (c) put the elevator protective wall and floor pads in place;
 - (d) not use the front door, access lane(s) and no parking zone(s) for a move;
 - (e) ensure that during the move all access doors remain closed and locked when unattended;
 - (f) ensure that furniture is not left piled on common property, limited common property or common assets;
 - (g) ensure that vehicles (including moving company trucks), do not block or hinder vehicle access to and from the underground parking garage area; and
 - (h) ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- (5) All residents who require use of the elevator for minor delivery and removal of items such as furniture, appliances, must inform the building caretaker 48 hours in advance.
- (6) There will be no charge for booking the elevator for minor deliveries and removals.

(7) The building caretaker must secure elevator padding before minor deliveries and removals are made to protect the elevator from all possible damage. Owners are responsible for the cost of repairing any damage that occurs.

(8) All minor deliveries and removals must be made between 9:00 a.m. and 5:00 p.m. Monday to Saturday only.

(9) Residents must ensure that all minor deliveries and removals are made via the loading dock door or parking area only. Residents may not use the main lobby front door for deliveries or removals as this is a breach of security.

Division 12 – Sale of a Strata Lot

36 (1) Real estate signs must not be displayed in a strata lot or on common property, limited common property or common assets except open house signs during the day of the open house.

(2) An owner, tenant, occupant or agent must not display a sign for a sale, lease or rental of a strata lot upon a strata lot so that it is visible from outside the strata lot.

(3) An “open house” may be held providing all potential buyers are escorted to and from the building by the agent, an assistant of the agent, or the owner.

Division 13 – Storage Rooms

37 (1) Without consent of the council, no part of common property shall be used for storage except for assigned lockers.

(2) Each strata lot is assigned only one (1) locker. There are 168 strata lots and 168 lockers in strata plan LMS 740.

(3) Any owner, tenant or occupant leaving property within the lockers does so at his or her own risk.

(4) Any hazardous materials or items that may deteriorate or attract pests shall not be stored in a locker.

(5) An owner, tenant or occupant shall not leave any items in the locker room outside their designated locker.

(6) The lockers must not be used for garbage.

(7) Except in the case of an emergency, an owner shall be notified two (2) weeks in advance (including the date notification is mailed via Canada Post or via email), of the strata corporation’s intent to enter into a storage locker. In the case of an emergency, no notice is required.

Division 14 – Security

- 38** (1) No owner, tenant or occupant shall admit anyone into the building unless the person is known by the owner, tenant or occupant. Persons delivering food, goods or other articles must be met at the entrance and if it is necessary for any such persons to enter the building, they must be escorted on the common property by the resident until they leave the building. All owners, tenants and occupants are required to use their own assigned and registered fobs to enter the building and are required to ensure that the entrance/exit doors to the building are securely closed and latched when they are entering and exiting the building.
- (2) All common area doors including, but not limited to, the main lobby front entrance and the underground garage doors must be closed and locked behind the owner, tenant or occupant, or visitor before he or she leaves the area.
- (3) All owners, tenants or occupants are responsible for the safe custody of security access devices (known as fobs) and keys. Lost or stolen fobs and keys must be reported immediately to the building manager. No one shall leave his or her fob in a vehicle parked in the underground parking area.
- (4) All keys to locks that provide access to common property, limited common property and land that is a common asset are common property and will be cut and issued only on the authority of the council.
- (5) For the control and administration of fobs, the following provisions will apply:
- (a) a maximum of five (5) fobs may be activated for any one strata lot at any given time;
 - (b) replacement devices are available for purchase by owners at a set fee;
 - (c) tenants must provide written authorization from the strata lot owner or agent to obtain any fobs; and
 - (d) fobs are the responsibility of the owner of the strata lot for which they are issued and the strata corporation will not be liable to replace lost, damaged, malfunctioning or stolen fobs.

Division 15 – Flooring

- 39** (1) No other flooring but wall to wall carpeting is allowed in a strata lot, with the exception of in the bathroom and kitchen and for the first five feet of the front foyer, unless the owner has received the prior written approval of council to install other flooring.
- (2) When considering an application for flooring the council may:

(a) require the owner to provide evidence from an expert on flooring, including evidence from an acoustical engineer, that the quiet enjoyment of other residents is unlikely to be impacted by the use of the strata lot because of the change in the flooring; and

(b) require the owner to take steps to reduce noise transmission, including but not limited to installing a specific type of underlay and/or covering the flooring with rugs or carpets in high traffic areas.

(3) Council will make reasonable accommodation for a resident who has proven a physical disability that in the reasonable discretion of council requires an alternative type of flooring to be used pursuant to section 8 of the *Human Rights Code*, but subsection (2) of this bylaw still applies.

Division 16 – Small Claims

40 Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant 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. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 17 – Severability

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

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.