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**BYLAWS OF STRATA PLAN LMS 4382**  
**THE COMPTON**

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December 4, 2002

Registration No. BT 445042

## **STRATA PLAN LMS 4382**

### **“THE COMPTON”**

**1316 West 11 Avenue, Vancouver, BC**

## **BYLAWS**

### **Preamble**

**These bylaws have been prepared within the guidelines of the Strata Property Act (SPA) of British Columbia. For information on updates or changes to the SPA please refer to the BC government website [www.qp.gov.bc.ca/statreg/](http://www.qp.gov.bc.ca/statreg/). Court decisions based on the SPA may be found at [www.courts.gov.bc.ca](http://www.courts.gov.bc.ca).**

### **Duties of Owners, Tenants, Occupants and Visitors**

These bylaws bind the strata corporation and the owners, tenants and occupants. These bylaws constitute covenants on the part of the strata corporation with each owner, tenant and occupant and they also constitute covenants 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. It shall be the obligation of each owner to ensure that each tenant and occupant is aware of the contents of these bylaws and indicated his/her agreement to be bound by them in writing. A copy of that written confirmation must be provided to the Strata Council.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, (SPA) of BC, January 1, 2002. For the purposes of these bylaws, “residents” means collectively, owners, tenants and occupants and “a resident” includes collectively, an owner, a tenant and an occupant.

Any bylaw or rule not addressed in these bylaws shall be governed within reason by following Bourinot’s Rules of Order.

### **1.0 Compliance with bylaws**

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- 1.2 The Strata Corporation may fine an owner or tenant a maximum of:
  - a) \$200 for each contravention of a bylaw (provides for the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the strata corporation and for the administration of the strata corporation).

- b) \$50 for each contravention of a rule (governs the use, safety and condition of the common property and common assets).
  - c) The Strata Corporation may impose a fine on a resident for a continuing contravention of a bylaw every 7 days.
- 1.3 Each resident is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the resident, as the case may be, and for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the resident.

## **2. Payment of strata fees and special levies**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date may result in a maximum fine of \$200.00 for each contravention of bylaw 2.1.
- 2.3 Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 Failure to pay a special levy on the due date will result in a fine in accordance with the resolution for each contravention of bylaw 2.4.
- 2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.4, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

## **3. Repair and maintenance of property by owner**

- 3.1 An owner must repair and maintain the owner's strata lot within a reasonable period of time, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it within a reasonable period of time, such as windows, doors, balconies and patios that are readily

accessible to occupant under regular use of limited common property, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. (see 12.1)

#### **4. Use of property**

##### **4.1 A resident or visitor must not:**

- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in the accordance with the bylaws made by the strata corporation from time to time. No resident shall operate their barbecue, hibachi or other like cooking device in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of their strata lot. All exterior cooking devices must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners are responsible for any heat damage to the building envelope.
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or other damage to any part of the building the rate of insurance on the building or any part thereof; and must forthwith disclose any matter, activity or condition that will adversely effect the above;

- (i) Cycle on common property, except for the driveway, and in the parkade;
  - (j) roller-blade, roller-skate, or skate-board on any part of, the limited common property, or common property of the building;
  - (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (l) allow a strata lot to become unsanitary or a source of odour;
  - (m) unreasonably interfere with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (n) provide keys, FOB's, parkade remotes or any other access to the building, parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
  - (o) use the strata lot, or limited common property for any purpose that is illegal, or
  - (p) not use the strata lot, limited common property or common property for a purpose that is contrary to which the strata lot or common property is intended as shown expressly, or by necessary implication on or, by the strata plan.
- 4.2 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. Any damage to common property will result in the assessment of repairs or replacement costs to the owner of strata lot responsible.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata

lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but excludes visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the council for permission to be exempt from bylaw 4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.
- 4.7 Each strata lot shall have a maximum of 2 FOB access keys. Additional FOB keys may be purchased through the Property Manager by written request to the Strata Council.
- 4.8 Each owner of a parking stall shall receive one parkade remote per stall. No additional remotes will be issued.
- 4.9 Any blocking or locking of elevators, at any time, is not permitted without prior approval of the Strata Council through the Property Manager.
- 4.10 A resident which uses a patio or balcony shall not place planters or such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- 4.11 Residents must ensure that water does not drip from balconies onto common property, limited common property, or other strata lots.
- 4.12 Storage of furniture (except patio furniture), boxes, or other items are prohibited for storage on balconies or patios.
- 4.13 Garage sales are prohibited unless there is prior written permission granted by the Strata Council.
- 4.14 Any contravention of bylaws 4.1 – 4.12 may result in a maximum \$200.00 fine for each occurrence.

## **5. Pets and animals**

- 5.1 A resident or visitor must not keep any pets on common property or on land that is a common asset.
- 5.2 A resident or visitor must not feed any birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.3 Keeping exotic pets is prohibited including but not exhaustively, snakes, reptiles, spiders, birds, monkeys, or large members of the cat family.

- 5.4 A resident must not keep any pets on a strata lot other than ONE of the following:
- a) a reasonable number of fish or other small aquarium animals; or
  - b) two small caged mammals, or
  - c) two caged birds; or
  - d) one dog; or
  - e) two cats.
  - f) The owners of pets shall be fully responsible for their behaviour within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the bylaws concerning pets and all residents will be responsible for clean-up or damage repair should their guests bring pets onto the common property.
- 5.5 Residents with dogs shall attach a collar to the pet with tag identifying the owner. Any resident who keeps a pet permanently shall register that pet with the strata council by providing written notice, signed by the resident, the name, breed and colour of the pet, the strata lot number and suite number, and the contact information for the owner of the pet and licence number of the pet if applicable. (This information is important in case of a fire, earthquake, or other emergency.)
- 5.6 The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that in the event of any conflict between these bylaws and any such rule, the provisions of the Strata Property Act of BC will prevail.
- 5.7 A resident who contravenes any of bylaws 5.1 - 5.5 will be subject to a maximum \$200.00 fine for each contravention.

## **6. Caretaker/Property Manager**

- 6.1 As there is no resident caretaker at Strata Plan LMS 4382, all requests for assistance with move-ins, move-outs, repairs, maintenance requests, building access for trades, resident disputes, or any other issue arising from residence at the Compton shall be directly solely to the Property Manager for response and attention.

## **7. Inform strata corporation**

- 7.1 An owner must notify the strata corporation:
- (a) within two (2) weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any;

- (b) if an owner within the strata corporation wishes to rent his/her strata lot, the owner must provide the Strata Corporation with a completed Notice of Tenant's responsibilities (FORM K) within two (2) weeks of renting the unit. This requirement applies with each new tenancy;
- (c) if an owner is a non-resident and their strata lot is left vacant for longer than one month at a time, the owner is required to complete an EMERGENCY INFORMATION form so that the strata corporation may gain reasonable access to their strata lot to address an emergency maintenance or safety issue. It is the duty of the Strata Council to hold this information in the strictest of confidence and use it only in case of emergency.
- (d) A tenant must inform the strata corporation of the tenant's name, contact information, and the strata lot which the tenant occupies.
- (e) As there is no caretaker, each resident shall be encouraged to provide the Strata Council with either their home or work email address (provided they have one) to be added to the Compton e-group to receive building maintenance/issue related emails only.

## **8. Obtain approval before altering a strata lot**

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) The structure of a building;
- (b) The exterior of a building;
- (c) Patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) Doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) Fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) Common property located within the boundaries of a strata lot;
- (g) Those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
- (h) Wiring, plumbing, piping, heating air conditioning and other services.
- (i) Adding/changing flooring (i.e. tile, carpeting, hardwood, etc.). All hardwood floors must include installation of the best quality soundproofing underlay available.



- (j) Hardwood Floors: Any resident who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
- 8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 8.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.
- 9. Obtain approval before altering common property**
- 9.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 9.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) Submit, in writing, detailed plans and description of the intended alteration;
  - (b) Obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) Obtain the consent of the owners by written approval of the strata council under bylaw 9.1.
- 9.3 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) That alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
  - (b) That the standard of work and materials be not less than that of the existing structures;
  - (c) That all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) That the owner of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost

incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

- (e) That the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 9.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 9.5 An owner who, subsequent to the passage of bylaws 9.1 to 9.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- 9.6 Any owner in contravention of bylaws 9.1 to 9.4 (inclusive) shall be subject to a maximum fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair cost.

## **10. Renovations/alterations**

- 10.1 All renovations or alterations indicating removal or alteration of walls within a strata lot requires the written consent of the Strata Council to ensure no damage or changes are being done to the structure of the strata lot, which would compromise the integrity of the building.

- 10.2 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained, and all Owners are given 48 hours notice.
- 10.3 All tradespersons performing renovations or alternations to any strata lot shall be professionally licensed and bonded.
- 10.4 An owner must give the Property Manager five (5) working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines. The owner is responsible for supervision of tradespersons working in their strata lot and are responsible for any damage caused to the common property by tradespersons hired for work in their strata lot.
- 10.5 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 10.6 An owner or resident must ensure that the delivery of any construction materials is through the parking lot or front door as is most appropriate. If in an elevator is required, the owner must ensure the elevator is protected with proper wall pads and floor coverings, and locked-off with the appropriate key (see 4.8).
- 10.7 A resident must be responsible to ensure:
- (a) Drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping as required; and
  - (b) Stairs, lobbies and paths through the parking areas are cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily as required;
- 10.8 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, and 12:00 p.m. to 4:00 p.m. on Sundays. Renovations/alterations are not permitted on statutory holidays. Delivery or removal of materials cannot inhibit the comfortable use of other residents exiting or entering the building or parkade at any time.
- 10.9 An owner must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.
- 10.10 An owner in contravention of bylaws 10.1 to 10.9 (inclusive) shall be subject to a maximum fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **11. Permit entry to strata lot**

- 11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) At a reasonable time, on 48 hours' written notice,
    - (i) To inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
    - (ii) To ensure a resident's compliance with the Act or bylaws and rules in cases in which there are reasonable grounds to believe there is non-compliance.
- 11.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 11.3 The notice referred to in bylaw 11.1(b)(i) must include the date and approximate time of entry, and the reason for entry.
- 11.4 An owner in contravention of bylaw 11.1 shall be subject to a maximum fine of \$200.00.

## **Powers and Duties of Strata Corporation**

### **12. Repair and maintenance of property by Strata Corporation**

- 12.1 The Strata Corporation must repair and maintain all of the following:
- (a) Common assets of the strata corporation;
  - (b) Common property that has not been designated as limited common property;
  - (c) Limited common property, but the duty to repair and maintain it is restricted to
    - (i) Repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) The following, no matter how often the repair or maintenance ordinarily occurs:
      - A. The structure of a building;

- B. The exterior of a building;
  - C. Patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
  - D. Doors, windows and on the exterior of a building or that front on common property;
  - E. Fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
- (i) The structure of a building,
  - (ii) The exterior of a building,
  - (iii) Patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) Doors, windows and on the exterior of a building or that front on common property, and fences, railings and similar structures that enclose patios, balconies and yards.

## **Council**

### **13. Council size**

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

### **14. Council eligibility**

- 14.1 The spouse of an owner may stand for council.
- 14.2 At Council's discretion, no person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 14.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

### **15. Council members' terms**

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

15.2 A person whose term as council member is ending is eligible for re-election.

## **16. Removing council member**

16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a three-quarters (3/4) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

16.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

16.5 A replacement council member appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

## **17. Replacing council member**

17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

17.2 Any council member NOT IN ATTENDANCE at three (3) council meetings within a single term may, at the council's discretion, be removed as a council member and a new member may be appointed by the Strata Council.

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

17.4 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.

17.5 If all the members of the council resign or are unwilling or unable to act persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **18. Officers**

- 18.1 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.
- 18.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 18.3 The vice president has the powers and duties of the president
  - (a) While the president is absent or is unwilling or unable to act,
  - (b) If the president is removed, or
  - (c) For the remainder of the president's term if the president ceases to hold office.
- 18.4 The strata council may vote by majority to remove an officer without removing them from the strata council.
- 18.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

## **19. Calling council meetings**

- 19.1 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.
- 19.2 The notice in bylaw 19.1 must be in writing.
- 19.3 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.

## **20. Requisition of council hearing**

- 20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

20.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

## **21. Quorum of council**

21.1 A quorum of the council is

- (a) 2, if the council consists of 3 or 4 members,
- (b) 3, if the council consists of 5 or 6 members, and
- (c) 4, if the council consists of 7 members.

21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

## **22. Council meetings**

22.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

22.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

22.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

22.4 Owners may attend council meetings as observers providing council receives a written notice at least one week in advance except where the matter is of an urgent nature.

22.5 Despite bylaw 22.4, 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.

## **23. Voting at council meetings**

23.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.



23.2 If there is a tie vote at a council meeting, the president shall break the tie by casting a second, deciding vote.

23.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **24. Council to inform owners of minutes**

24.1 The council must provide for owners the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

## **25. Delegation of council's powers and duties**

25.1 Subject to bylaws 25.2, 25.3 and 25.4, 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.

25.2 The council may delegate its spending powers or duties, but only by a resolution that

- (a) Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) Delegates the general authority to make expenditures in accordance with bylaw 25.3.

25.3 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.

25.4 The council may delegate to the Property Manager powers to investigate and advise council, 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.

## **26. Spending restrictions**

26.1 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.

**27. Limitation on liability of council member**

- 27.1 A council member 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.
- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation

**Enforcement of Bylaws and Rules**

**28. Fines**

- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw
  - (b) \$50 for each contravention of a rule
- 28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

**29. Continuing contravention**

- 29.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**Annual and Special General Meetings**

**30. Person to chair meeting**

- 30.1 If within one half hour from the time appointed for the Annual General Meeting a quorum is not present, the eligible voters, present in person or by proxy, constitutes a quorum.
- 30.2 The president of the council must chair annual and special general meetings.
- 30.3 If the president of the council is unwilling or unable to act, the vice president of the council must chair the meeting.
- 30.4 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected from among the remaining Council. Failing that, the eligible voters

present in person, or by proxy from among those persons eligible to vote, who are present at the meeting, shall elect a chair.

### **31. Participation by other than eligible voters**

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons, who are not eligible to vote, may not participate in the discussion at a meeting.
- 31.3 Tenants, who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **32. Voting**

- 32.1 The vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.2 The vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 32.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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, shall break the tie by casting a second, deciding vote.
- 32.8 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if an eligible voter requests the secret ballot.

### **33. Electronic attendance at meetings**

- 33.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 33.2 If an annual or general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

### **34. Order of business**

- 34.1 The order of business at annual and special general meetings is as follows:
- (a) Certify proxies and corporate representatives and issue voting cards;
  - (b) Determine that there is a quorum;
  - (c) Elect a person to chair the meeting, if necessary;
  - (d) Present to the meeting proof of notice of meeting or waiver of notice;
  - (e) Approve the agenda;
  - (f) Approve minutes from the last annual or special general meeting;
  - (g) Deal with unfinished business;
  - (h) Receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) Ratify any new rules made by the strata corporation under section 125 of the Act;
  - (j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) Elect a council, if the meeting is an annual general meeting;
  - (n) Terminate the meeting.

## **Voluntary Dispute Resolution**

### **35. Voluntary dispute resolution**

- 35.1 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.
- 35.2 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.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Small Claims Court Proceedings**

### **36. Authorization to proceed**

- 36.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

## **Marketing Activities by Owners and Occupants**

### **37. 'For sale' sign of a strata lot**

- 37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 37.2 Sale signs must conform to the Strata Council's requirements for size and location and "written notice" must be given to the strata council supplying unit number, agent's name and length of time expected to sell the property.
- (a) It is the responsibility of the owner selling his unit to ensure that the real estate listing agent places the sign on the designated area that is no larger than 8" in length and 24" in width.
  - (b) The sign must be produced professionally. Hand made signs are prohibited.
  - (b) The sign must display the number of the suite being sold.
  - (c) The sale sign shall only be displayed for the length of the listing.
  - (d) No sale signs shall be placed in the windows of strata lots, on balconies, or on patios. Sales signs may only be placed on the grass on the east side of the front entry sidewalk. The sign must not damage the grass or landscaping.
- 37.2 AGENTS MUST ESCORT viewers of suites to and from the sale unit and all areas of the building and common property.
- 37.4 Lock boxes are prohibited. Strata lots being sold are to be viewed by appointment only. All realtors are to communicate directly with the Property Manager regarding access to the building or for all necessary documents from the strata corporation regarding the sale of any units in the building.

## **Insurance**

### **38. Insurance**

- 38.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 38.2 No owner and/or resident shall do anything, or permit anything to be done, that will increase the risk of fire or the rate of fire insurance on the building or any part thereof.

## **Storage Lockers and Bicycle Storage**

### **39. Storage lockers and bicycle storage**

- 39.1 A resident must store bicycles and tricycles only in the bicycle storage room and assigned storage lockers. Bicycles are not allowed to be stored on balconies, patios, or in any undesignated area on, or about the common area of the building. Visitor bicycles can be temporarily locked at the bike lock located at the front of the building. Bicycles may not be kept in the visitor bike area for more than seven (7) days.
- 39.2 Bikes may not be ridden in the lobby, elevator, or common hallways, except for the P levels when transporting the bikes, to and from, storage rooms.
- 39.3 A resident must not store any hazardous or flammables in storage lockers.
- 39.4 A resident must not store perishable or food items in the storage lockers.
- 39.5 A resident may not store any items on top of storage units, or in the common areas surrounding the storage units. Any items not stored **INSIDE** the assigned storage lockers may be removed by the Strata Council with ten (10) days written notice. All applicable removal charges will be the responsibility of the resident.
- 39.6 Any resident in contravention of items 39.1 – 39.5 shall be fined a maximum of \$200.00 for each contravention.
- 39.7 The Strata's insurance doesn't cover owner's personal items in storage lockers or strata lots.

## **Parking**

### **40. Parking**

- 40.1 A resident shall use only the parking stall(s) obtained by way of partial assignment of Polygon Parking Limited's rights under a parking stall and Bicycle Storage Lease registered in the Land Title's Office against title to the common property of the Strata Corporation. Parking Stalls cannot be utilized by any person who is not a resident within the Strata Corporation.
- 40.2 An owner must not sell, lease, or licence parking stalls to any person other than an owner or occupant.
- 40.3 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset without the prior written approval of the strata council. No vehicles exceeding 4,000 kg. G.V.W. shall be

parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to, or removal of, materials from the premises.

- 40.4 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 40.5 A resident must park only in the parking stall assigned to the resident.
- 40.6 A resident, visitor, or tradesperson must not permit a vehicle to be parked or left unattended in a manner that interferes with access to the parkade, parking stalls, access lanes or no parking zones.
- 40.7 Any resident's vehicle, or visitor, or tradesperson vehicle, parked in violation of bylaws 40.1 – 40.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 40.8 Washing vehicles in the parkade is prohibited.
- 40.9 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 40.10 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 15 km/hour.
- 40.11 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 40.12 A resident must not carry out any major repairs or adjustments to motor vehicles or other mechanical equipment on the common property. Owners of vehicles dripping fluids, at the council's notification, must clean up all drippings, or on failure to do so within seven (7) days of said notice, be assessed the cost of clean up and fined in contravention of this bylaw.
- 40.13 To maintain building security, at its discretion, the Strata Council may put into effect a parking tag program for the Compton. If such a program is adopted, all resident vehicles must display their assigned parking tag or have their vehicle towed within seven (7) days written notice of the parking tag program. There is no designated visitor parking at the Compton.
- 40.14 The parkade must remain completely free from any debris or stored items. Gas containers, flammable fluids, tires, boxes and any other item, or personal items which the Council considers to be a hazard, or may be used by intruders to harm other resident property, must be stored in assigned storage units, off the premise, or as directed by the Strata Council. Only assigned vehicles and items vehicle accessory items (such as a convertible roof or professionally manufactured rooftop storage unit) shall occupy the underground parking stalls.



- 40.15 Vehicles that are found in violation of parking bylaw(s) 40.8 – 40.14 but are not towable may be subject to a maximum fine of \$200.00 for each consecutive violation. (see 1.2 (b))
- 40.16 The Strata Council will have authority to prohibit vehicles parked or stored on common property, where in the opinion of the Strata Council, said vehicles are in violation of the Parking Bylaws.
- a) No vehicle shall be parked on the parkade ramp, unless prior written permission has been given by the Property Manager. With special permission, no vehicle may be stopped on the parkade ramp for a period longer than the time reasonably required for the loading or unloading of the vehicle. While loading, or unloading, no vehicle shall block access or exit to the parkade.
  - b) Parking is permitted in stalls assigned to each strata lot as per sale agreement or as assigned by the Strata Council.

## **Moving**

### **41. Moving in/out procedures**

- 41.1 An owner must conform and ensure that they, or their tenants, conform to the Move In and Move Out rules/bylaws established by Council.
- 41.2 A resident must provide notice to the Property Manager of all moving arrangements at least seven (7) business days before the moving date. All moves must take place between 9:00 a.m. and 9:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 41.3 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner (see 4.8). A maximum of 3 hours lockout time for elevators is permitted. For any portion in excess of 3 hours, an assessment of \$50.00 per hour or portion of, will be charged to the resident by the strata corporation.
- 41.4 A resident must ensure that the lobby doors, or parkade door, is not left open, ajar, or unattended and that furniture is not left piled in the lobby area.
- 41.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 41.6 As there is no resident manager at the Compton, a resident must pay a non refundable move in/move out fee of \$100.00 to the Strata Council to facilitate the move and respond to any emergencies or issues that may arise. The fee also covers a written pre-move and post-move inspection of the common areas involved in the move as relating to 41.5 and 41.7.

- 41.7 A resident must also pay a refundable move-in/move-out damage deposit of \$500.00, to the Property Manager to be held in trust 48 hours prior to any move. Any expenses incurred by the strata corporation attributable to the resident and fines levied will be deducted from the deposit.
- 41.8 A resident contravening bylaws 41.1 to 41.7 (inclusive) shall be subject to a maximum fine of \$200.00.

### **Appearance of strata lots**

#### **42. Cleanliness**

- 42.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse or materials must not be thrown, piled or stored in the strata lot or on common property or limited common property (balconies or patios). Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 42.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 42.3 All residents shall insure that their strata lot is kept in a clean and orderly manner as to ensure that there are no insect or other infestation. If an infestation of insects or vermin occurs as the result of a strata lot not being kept clean, the resident shall be fined and charged for all costs to rectify the problem. As per the SPA of BC, with 48 hours written notice, the Strata Council has the right to inspect a strata lot to ensure compliance with the Act and these bylaws.
- 42.4 A resident contravening bylaws 42.1 to 42.3 shall be subject to a maximum fine of \$200.00 plus the cleaning costs.

### **Rentals**

#### **43. Residential rentals**

- 43.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in FORM K.
- 43.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 43.3 An owner contravening bylaws 43.1 and 43.2 shall be subject to a maximum fine of \$200.00 per offence.

43.4 Rental restrictions are pursuant to SPA section 143.

- a) A bylaw that prohibits or limits rentals does not apply to a strata lot until the later of
  - i) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and
  - ii) one year after the bylaw is passed.
- b) Despite section 143 (2) of the SPA, but subject to section 143 (1) of the SPA, if a strata lot is conveyed by the first purchaser of the strata lot, and the strata lot was designated as a rental strata on a rental disclosure statement in the prescribed FORM J under section 31 of the Condominium Act and all the requirements of section 31 of the CA were met, a bylaw that prohibits or limits rentals does not apply to that strata lot until the earlier of:
  - i) the date the rental period expires, as disclosed on the statement;
  - ii) January 1, 2006

43.5 Subject to the provisions of this bylaw, strata lots shall be owner-occupied only with the following considerations and exceptions:

- a) At any given time up to 50% or 30 strata lots may be leased. No lease shall be of a term less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
  - i) any owner wishing to rent a strata lot must make an application in writing to the Strata Council;
  - ii) approvals will be granted by the Council on a first come, first serve basis in order of the date such applications are received by the Property Manager acting on behalf of the Council;
  - iii) the Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
  - iv) the Council will consider each application upon receipt from the Property Manager and will respond to each application in writing within one week of receipt;
  - v) the Council and Property Manager will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;

- vi) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six (6) months from acceptance by the Council of such owner's application or the acceptance will be automatically revoked and the Council will be entitled to advise the owner next following on the list that their application to rent a strata has been approved, and
  - vii) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
- b) Notwithstanding paragraph (a), where cases of undue physical or financial hardship of personal nature arise, the owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not reasonably withhold permission for limited rental;
- c) This bylaw does NOT apply to prevent the rental of a strata lot to a member of the owner's family meaning:
- i) the spouse of an owner;
  - ii) a parent or child of the owner, or
  - iii) a parent or child of the spouse of the owner,
- where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
- d) Where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
- i) one (1) year after the tenant who is occupying the strata lot at the time the bylaw was passed ceases to occupy the strata lot as a tenant; and
  - ii) one (1) year after the bylaw has been passed; and
- e) The strata corporation is entitled to impose a maximum fine of \$500 for a contravention of any, or part of bylaw 43.5, and may impose such fine for a continuing contravention every seven days.

### **Visitors and Children**

#### **44. Children and supervision**

- 44.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, which will not disturb the rights of quiet enjoyment of others.
- 44.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 44.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

#### **45. Miscellaneous**

- 45.1 A resident or visitor must not smoke on common property or dispose of cigarette refuse on the common property.
- 45.2 A resident or visitor must not use or store barbecues on common property. Barbecuing is permitted only on individual balconies or patios. Barbecuing is subject to the use of propane or electric barbecues. (see 4.1 (f))
- 45.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 45.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset.
- 45.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle or other activities deemed reasonable by council.
- 45.6 A resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials. Residents may post municipal, provincial, or federal election signs (only during a called election campaign) within their strata lot so long as these signs do not interfere with the use of other strata lots.
- 45.7 A resident may post notices on the designated bulletin board (located in the Recycling Room). All notices must be dated with the name and contact person issuing the notice. All notices are subject to removal by the council if deemed inappropriate or posted for in excess of two (2) weeks. Distribution of any printed material or soliciting in the building is prohibited, unless there is expressed written consent from the Council prior to its distribution.

- 45.8 Council is exempt from 45.7 only where information is required from residents, or must be distributed to residents, regarding the reasonable care, maintenance, or enjoyment of all residents in the building.
- 45.9 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 45.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 45.11 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding, boxes, or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 45.12 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 45.13 An owner must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- 45.14 Due to fire hazard, live Christmas trees, or tree boughs, are prohibited in strata lots.
- 45.15 No communication antenna or similar structure or attachment hereto shall be erected on, or be fastened to, any strata lot or common property area or surface, except those installations approved in writing by the Strata Council.
- 45.16 In the interest of building security, no resident shall knowingly allow any unknown persons into the building. All visitors must use the enterphone.
- 45.17 All residents are required to remove cardboard boxes in the designated container at the rear of the building. Leaving cardboard in the recycling room is prohibited.
- 45.18 All discarded items must be removed from the building in either the appropriate container (garbage, recycling, or cardboard) or taken to the landfill. Leaving any discarded items outside the bins at the rear of the building, in the recycling room, or on any part of the property is prohibited.
- 45.19 A resident contravening bylaws 45.1 to 45.19 (inclusive) shall be subject to a maximum fine of up to \$200.00 for each contravention.
- 45.20 Communication between owners and/or residents and the Strata Council regarding all matters of building governance, maintenance and repairs, shall be in writing only, and shall be signed by the owner and/or resident, and shall be directed solely to the Property Manager for action.

## **Cancellation of Contracts**

### **46. Cancellation of Contracts**

46.1 As per section 39 of the Strata Property Act:

- 1) A contract entered into by or on behalf of the strata corporation for the provision of strata management services to the strata corporation may be cancelled, without liability or penalty, despite any provision of the contract to the contrary,
  - a) by the strata corporation on 2 months' notice if the cancellation is first approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting, or
  - b) by the other party to the contract on 2 months' notice.
- 2) The strata corporation does not need any prior approval to cancel the contract in accordance with its terms or to refuse to renew the contract when it expires.

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