

THE RESIDENCES ON GEORGIA

**1200/1288 WEST GEORGIA STREET
1201-1289 ALBERNI STREET
720 JERVIS STREET**

LMS 3094

BYLAWS

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APPROVED
BYLAWS FOR LMS 3094
THE RESIDENCE ON GEORGIA

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.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) Such interest is not a fine and forms part of an owner's strata fees for the purposes of s. 116 of the *Strata Property Act* (referred to herein as the "Act").

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.
- (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, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) 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) one dog or one cat
- (5) For greater certainty, an owner, tenant or occupant shall not keep any reptile.
- (6) An owner, tenant or occupant who keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to this bylaw with respect to the keeping of pets.
- (7) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
- (8) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a proper waste container or by some other sanitary means.
- (9) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (10) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (11) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (12) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot with thirty days of receiving such notice.

- (13) An owner, tenant or occupant must not:
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, smoke, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) 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;
 - (d) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
 - (e) 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 or electricity and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time; if so used, there must at all times be a fire extinguisher within close proximity to the cooking device. For greater certainty, natural gas and charcoal barbecues, hibachis or cooking devices are prohibited, as are hydrocarbon starters;
 - (f) 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;
 - (g) do anything that will increase the risk of fire or the rate of insurance on the complex or any part thereof;
 - (h) 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;
 - (i) allow a strata lot to become unsanitary or a source of odour;
 - (j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
 - (k) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications or the as-built standard. Externally visible window coverings shall be installed on the inside of the strata lot away from the vertical blinds and shall be backed by neutral coloured fabric. The vertical blinds must remain in place and be maintained in good condition;
 - (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - (m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;

- (n) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish, or similar structure, or appurtenance thereto, except those installations approved in writing by the council;
 - (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
 - (p) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained small planter boxes, barbecues, summer furniture, nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
 - (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
 - (r) smoke anywhere within the interior or exterior areas of the common property, including the parkade;
 - (s) keep or use waterbeds above the ground floor levels, except where the owner purchases and maintains adequate insurance coverage. Damage which occurs in relation to the keeping or use of a waterbed and in particular, without limiting the generality of the foregoing, with respect to the escape of water from a waterbed, shall solely be for the account of and charged to the owner of the strata lot, whether under lease or otherwise
- (14) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement necessary to the common property or to any strata lot, including fire sprinkler heads, by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the strata corporation's insurance coverage. The deductible paid or payable by the strata corporation shall be considered an expense not covered by the strata corporation's insurance coverage. Such amount as is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as possible and, in particular, where appropriate, in the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the owner's assessment for that month;
- (15) In addition to the obligations and liabilities imposed by Bylaw 3(14), an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
- (a) any of the following items located in the owner's strata lot:
 - (1) dishwasher;
 - (2) refrigerator with ice/water dispensing capabilities;
 - (3) garburator;

- (4) hot water tank;
 - (5) washing machine;
 - (6) radiant heating system, including boiler;
 - (7) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (8) fireplaces;
 - (9) anything introduced into the strata lot by the owner;
- (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (c) any of the following areas of limited common property that an owner is required to maintain and repair;
 - (1) damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (d) any pets residing in or visiting at the owner's strata lot; and
 - (e) any children residing in or visiting at the owner's strata lot;
- (16) 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 arising from Bylaw 3(15) above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, 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.
 - (17) For the purposes of Bylaws 3(15) and 3(16), any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
 - (18) The adoption of Bylaws 3(14) through 3(17) does not in any way limit the Strata Corporation's ability to rely upon section 158(2) of the Strata Property Act.

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 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.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) balconies or other things attached to the exterior of a building;
 - (d) doors or windows (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by strata corporation

8 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) balconies and other things attached to the exterior of a building;
 - (D) doors and windows (including the casings, the frames and the sills of such doors and windows) 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 that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (di) the structure of a building,
 - (dii) the exterior of a building,
 - (diii) stairs, balconies and other things attached to the exterior of a building,
 - (div) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property, and
 - (dv) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

Council_size

9 Subject to bylaw 12, the council must have at least 3 and not more than 7 members.

Council members' terms

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

(2) A person whose term as council member is ending is eligible for re-election.

Removing council member

11 (1) 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.

(3) No owner may stand for council or continue to be on council with respect to a strata lot if:

- (a) the strata corporation is entitled to register a lien against that strata lot under the Act;
- (b) is or becomes bankrupt;
- (c) is or becomes of unsound mind;
- (d) is removed from office in accordance with these bylaws or the Act;
- (e) all council must be in good standing.

Replacing council member

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

(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

- 13**
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (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

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (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.

Requisition of council hearing

- 15**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

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

Council meetings

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (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) 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 set a maximum amount that may be spent, and indicate the purposes for which, 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

Fines/Payments

- 23** (1) To enforce a bylaw or rule the strata corporation may do one or more of the following:

- (a) impose a fine;
 - (b) remedy a contravention;
 - (c) deny access to a recreational facility.
- (2) Before enforcing a bylaw or rule the strata corporation may give a person a warning or may give the person time to comply with the bylaw or rule, but is not obliged to do so.
- (3) The strata corporation may fine an owner if a bylaw or rule is contravened by:
the owner;
- (a) a person who is visiting the owner or was admitted to the premises by the owner for social, business or family reasons or any other reason; or
 - (b) an occupant, if the strata lot is not rented by the owner to a tenant.
- (4) The strata corporation may fine a tenant if a bylaw or rule is contravened by:
the tenant;
- (a) a person who is visiting the tenant or was admitted to the premises by the tenant for social, business or family reasons or any other reason; or
 - (b) an occupant, if the strata lot is not sublet by the tenant to a subtenant.
- (5) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw which is not a rental restriction bylaw;
 - (b) \$500.00 for each contravention of a rental restriction bylaw;
 - (c) \$50.00 for each contravention of a rule.
- (6) The strata corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
doing work on or to a strata lot, the common property or common assets; and
removing objects from the common property or common assets.
- (7) The strata corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention.
- (8) The strata corporation may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.
- (9) The strata corporation must not:
- (a) impose a fine against a person;
 - (b) require a person to pay the costs of remedying a contravention; or
 - (c) deny a person the use of a recreational facility

For a contravention of a bylaw or rule unless the strata corporation has:

- (a) received a complaint about the contravention;
- (b) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant; and

- (c) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.
- (10) The strata corporation must promptly give notice in writing of a decision on a matter referred to in bylaw 23 (9)(a), (b) or (c) to the persons referred to in bylaw 23 (9)(e) or (f), as the case may be.
- (11) Upon a strata corporation having complied with bylaw 23(9) in respect of a contravention of a bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that bylaw or rule without further compliance with this provision.
- (12) Each owner or tenant, as the case may be, 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.
- (13) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, actual legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws (as they may be amended from time to time) or any rule which may be established from time to time, shall become part of the assessment of the owner responsible and shall become due and payable when notice of the said amount is delivered to the owner or on the first day of the month next following, whichever is sooner, except that any amount in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
 - (i) The strata corporation may, at its sole and complete discretion, attribute any and all payments to it by an owner or tenant to any category of debt owing to the strata corporation by the owner or tenant.

In particular, the Strata Corporation may attribute any payment to any one of the following: a fine, interest, expense reimbursement, special levies, strata fees, or any other debt obligation, in its sole and absolute discretion.

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

Person to chair meeting

- 25** (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 by other than eligible voters

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

Voting

- 27** (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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 28** 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

- 29** (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 all the parties to the dispute consent, and 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 – FURTHER BYLAWS

Small Claims Actions

- 30** (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.
- (2) Prior to commencing a proceeding under the *Small Claims Act* the strata council shall, by resolution, authorize the proceeding.

Electronic Attendance at Meetings

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

Use of Patios and Balconies

- 32** An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other 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 the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

Garbage Disposal

- 33** (1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his own expense.
- (2) Cardboard boxes must be broken down and placed in the correct bin, and plastic containers and papers must also be placed in the correct disposal units.

Bicycles, Storage and Parking

- 34**
- (1) No bicycles are to be kept on balconies or patios; they shall be stored in such area as may be designated by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parkade only.
 - (2) Any owner, tenant or occupant who leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
 - (3) An owner, tenant or occupant must use parking stalls only for the parking of validly licensed and insured motor vehicles, trailers or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
 - (4) An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
 - (5) An owner, tenant or occupant must promptly and at his own expense clean up any oil or other substance which spills or leaks onto the common property.

Moves/Rentals

35 Moves/Rentals

- (1) The Strata Corporation may regulate the times and manner in which any person moves into or out (move in/out) of Strata Lots, (**excluding furnished suites, unless a necessity to move furniture is required**) and may require that such moves be co-ordinated with the manager of the building at least 7 days in advance

of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an Owner or tenant carries out any move into or out of a Strata Lot otherwise than in accordance with such prior arrangements made with the manager of the building, the Owner or tenant may be subject to a fine in accordance with these bylaws. **The move-in fee will be \$100.00 with a \$200.00 refundable deposit.** In regard to suites which are rented the fee will only apply to tenancies with terms of 3 months or greater. This fee is charged to cover for the wear and tear on the common property of the Strata.

- (2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.
- (3) The move in/out shall be restricted to the hours of not beginning before 8:00 a.m. and must be completed no later than 8:00 p.m. Doors left ajar and/or unattended during a move in/out may be subject to a fine in accordance with these bylaws. Any item left in the common area will be billed to the owner for cost of disposal if the strata corporation is required to dispose of the item.
- (4) An owner wishing to rent or lease his strata lot shall give to the strata corporation a Notice of Tenant's Responsibilities in Form K signed by the tenant before the effective date the rental/lease commences.

Selling of Strata Lots

- 36**
- (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" or similar signs or advertising signs to be placed on or about the strata lot or common property except as may be permitted under the Rules.
 - (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.
 - (3) Prospective purchasers are to be shown common property only under the supervision of the owner or his agent.

Acquisition or Disposition of Personal Property

- 37**
- The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000. No such approval is required for personal property having a market value of less than \$1,000.

Rental Restriction Bylaw

- 38**
- (1) The number of strata lots that may be rented within the strata plan shall be unlimited and as permitted pursuant to a successful application by an owner pursuant to s. 144 of the *Strata Property Act*.
 - (2) An owner who wishes to rent a strata lot shall apply in writing to council for permission to rent the strata lot.
 - (3) Council shall reply to such an application in writing stating whether the application is approved or declined.
 - (4) Within two (2) weeks of renting all or a part of the strata lot an owner shall deliver to the strata corporation a Notice of Tenant's Responsibilities (Form K) signed by the tenant.
 - (5) An owner may apply to the strata corporation for an exemption from this bylaw on the grounds that the bylaw causes hardship to the owner.
 - (6) An application by an owner for exemption from the bylaw based on hardship must be in writing and must state:
 - (a) the reason the owner thinks an exemption should be made, and
 - (b) whether the owner wishes a hearing.
 - (7) If the owner wishes a hearing, council will hear the owner or the owner's agent within three (3) weeks after the date the application is given to the strata corporation.
 - (8) Where a hearing is conducted, council will give the owner its decision in writing within one (1) week after the hearing, failing which the owner's application is allowed.
 - (9) If no hearing is requested, the strata corporation will give the owner its decision in writing within two (2) weeks after the application is given to the strata corporation, failing which the owner's application is allowed.
 - (10) An exemption from the rental restriction bylaw on the grounds that the bylaw causes hardship to the owner may be granted by the strata corporation for limited time.
 - (11) The strata corporation will not unreasonably refuse to grant an exemption.
 - (12) This rental restriction bylaw is subject to s. 143 of the *Strata Property Act*.

System Access

- 39** (1) An owner, tenant, or occupant is subject to the responsibility and risk of the System described in the System Access Agreement described and set out in Schedule “A” attached hereto and is subject to the terms and conditions set out therein as applicable to any owner, tenant, occupant or user of the system.

Annual and Special General Meetings

- 40** A quorum for a general meeting is 1/3 of the strata corporation’s eligible voters, present in person or by authorized representative or by proxy.

At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 30 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

Special general meetings convened by written demand of 25% of the owners must meet the quorum requirements as noted in the first paragraph of this bylaw amendment at the appointed hour or terminate.

Marijuana By-Law

- 41** 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 (including the owner’s strata lot) as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operated from the owner’s strata lot, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. In such circumstances, 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

A resident or visitor must not use a Strata lot for any of the following uses or purposes:

The purpose of growing, producing, harvesting, storing, marketing, selling or distribution of marijuana or any other “controlled substance” as that term is defined in the Controlled Drugs and Substances Act.

Fitness Room

- 42** Owner’s Strata Plan LMS 3094 agree to implement that in order to use the fitness rooms residents must be 18 years of age otherwise they must be accompanied by a person of 18

years old. An under age user if found in the fitness room of either the East or West Tower will be prohibited to use the fitness rooms as well as other residents of the unit in which the illegal user resides until they are re-instated by the Strata Council.

Smoking Bylaw

43 Smoking is prohibited:

- (a) in a strata lot;
 - (b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - (c) on patios and balconies; and
 - (d) within six metres of a door, window or air intake.
- (2) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw, all owners, tenants and occupants must still comply with all applicable legislation and are still subject to the common law of nuisance as well as all other bylaws, including but not limited to those about causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common property, common assets or another strata lot.
- (3) Council must make reasonable accommodation, pursuant to section 8 of the *Human Rights Code* and the whole of the *Code* for a resident who has proven by medical evidence that he or she is physically and/or mentally disabled and is unable to control his or her addiction to nicotine. Whether the resident has proven the disability will be determined in the sole reasonable discretion of the Council. What accommodation will be made will be based on all of the circumstances and the accommodation may include but is not limited to:
- (a) allowing smoking in one or more designated areas of the common property; and/or
 - (b) paying for one or more treatment programs to assist with the cessation of smoking, including but not limited to paying for nicotine replacement therapy.
- (4) Reasonable accommodation granted pursuant to subsection 3 may be for a fixed period of time at which time the resident is free to re-apply to the Council for further reasonable accommodation to be made.
- (5) In addition to accommodation made under subsection 3, reasonable accommodation will be made by the Council if a resident proves that to not allow smoking would result in other discrimination prohibited by the *Human Rights Code*. The Council will make reasonable accommodation in the case where a resident intends to use tobacco in relation to a traditional aboriginal cultural activity, or smoking is intended to be done by a prescribed group for a prescribed

purpose. In making the accommodation the Council will only do so in writing and may prescribe in writing when the permission is granted for, the duration of the permission and where smoking will be allowed.

This by-law also pertains to the smoking of Marijuana and any other illegal substances.

Failure to comply with the bylaw will result in a fine of \$100 per occurrence following a warning.

Air Conditioning Bylaw

- (1) In this Bylaw 44, the following terms shall have the following meanings:
 - “East Tower” means the tower shown on Strata Plan LMS 3094 as “East Tower”;
 - “Heat Pump” means a heat pump located in a Penthouse, and does not include the HVAC Pipes;
 - “HVAC Pipes” means all pipes, wires, cables, chutes and ducts connecting the Heat Pumps to the Rooftop HVAC Equipment;
 - “Penthouse” means strata lots 256, 257, 258, 259, 490, 491, 492 and 493;
 - “Penthouse Owner” means the person shown in the register of a land title office as the owner of a freehold estate in a Penthouse, whether entitled to it in the person’s own right or in a representative capacity;
 - “Rooftop HVAC Equipment” means all heating, ventilation and air conditioning equipment, including without limitation all pipes, wires, cables, chutes, ducts and other facilities related to or used for the provision of heat, ventilation and air conditioning located on the roofs of the West Tower and the East Tower; and
 - “West Tower” means the tower shown on Strata Plan LMS 3094 as “West Tower”.
- (2) Notwithstanding any other bylaw, a Penthouse Owner shall repair and maintain in good condition and replace the Heat Pump located within his, her or its Penthouse and pay for all costs and expenses directly or indirectly related to the repair, maintenance and replacement of the Heat Pump and any related air conditioning equipment located within his, her or its Penthouse, including but not limited to the cost of all labour, work and materials.
- (3) Notwithstanding any other bylaw, the strata corporation shall repair and maintain all Rooftop HVAC Equipment and HVAC Pipes.

Security

- 45** (1) Security Measures NOTICE
Closed circuit television and video surveillance may be installed in many areas of the strata corporation.

The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.

- (1) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan LMS3094.
- (2) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules, which relate to the safety and security of the building and its occupants. Also to prevent and recover damages for vandalism, misuse, theft and other improper and unauthorized or illegal activities relating to common area property or vehicles or other property of residents or Strata Corporation located in the parkades.
- (3) The video files are stored for a period of up to 8 months from the date of recording, which period may be extended for those files required for law enforcement and/or by-law enforcement purposes.
- (4) The security fob usage records are stored for a period of up to 8 months from the date of recording, which period may be extended for those files required for law enforcement and/or by-law enforcement purposes.
- (5) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) Law enforcement in accordance with Bylaw 3 herein;
 - (b) The caretakers of the Strata Corporation and Council members in accordance with By-law 3 herein; or
 - (c) In the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (6) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Electronic General Meetings

- 46.** (1) An annual or special general meeting may be held by the strata corporation using electronic means, so long as all participants in the meeting can communicate with each other;

- (2) if an annual or special general meeting of the strata corporation is held via electronic means, persons who participate in the meeting by electronic means are deemed to be present for the purposes of the meeting;
- (3) Despite any other bylaw, in the event that an eligible voter attends an annual or special general meeting of the strata corporation by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter or issue a voting card.