

# BYLAWS

## STRATA PLAN LMS4255

**“Marinaside Resort Residences”  
193 Aquarius Mews  
1077 Marinaside Crescent  
1099 Marinaside Crescent  
Townhouses at Aquarius Mews and Boathouse Mews**

### NOTICE

The attached bylaws for Strata Plan LMS4255 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

This disclaimer is valid anytime it is attached to documents with respect to Strata Plan LMS4255.

- \* Furthermore, all references made in this document pertain to the Strata Property Act, hereinafter referred to as “the Act”.**

*(Updated as at January 16, 2006)*

**COMMERCIAL AND RESIDENTIAL SECTIONS**

1. (1) The owners of all the non-residential strata lots shall form a separate section (the “Commercial Section”) within the strata corporation consisting of all the non-residential strata lots in the strata plan.
- (2) The owners of all residential strata lots shall form a separate section (the “Residential Section”) within the strata corporation consisting of all the residential strata lots in the strata plan.
- (3) Certain recreational areas will be designated as limited common property for the exclusive use of all the owners of the strata lots within the Residential Section.

**SCHEDULE OF BYLAWS**  
**The Owners, Strata Plan LMS4255**  
**Marinaside Resort Residences**

Be it resolved that all previously registered bylaws be repealed, and replaced with the following bylaws, with the exception that the bylaws dealing with sections are amended. These bylaws replace Part 5 of the *Condominium Act* and the Schedule of Standard Bylaws in the *Strata Property Act*:

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

**1. Payment of strata fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any owner owing monies for Strata Fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner’s strata fees are in arrears.
- (4) An owner must pay strata fees by pre-authorized payment. This does not apply to units managed by professional management companies
- (5) Failure by an owner to provide written authorization for automatic debit in accordance with subsection (4) is in contravention of bylaw 1(3) and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque (for management companies only) or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- (6) Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
- (7) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.
- (8) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner’s sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.
- (9) 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.

- (10) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by an unanimous resolution.

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

- (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (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.

## **3. Use of property**

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) up to 2 caged birds;
  - (c) two dogs or two cats or one of each.
- (4) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of

any pet excrement that occurs on common property. Animals are not allowed on the 3<sup>rd</sup> floor grass area.

- (5) A pet shall not cause a nuisance to any resident.
- (6) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (7) An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:
  - (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
  - (b) in any way increases or may increase the liability risk of the strata corporation;
  - (c) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
  - (d) involves individuals using a strata lot as a place of temporary lodging.
- (8) Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.
- (9) An owner, tenant or occupant may keep plants on his strata lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other occupants of the strata plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.
- (10) All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (11) The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire

complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.

- (12) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the strata lot or on the common property. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (13) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- (14) No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot, which will detract from the conformity of the building. Any window coverings, which are installed as at the date of the passage of this bylaw, may remain, but any replacement window coverings must comply with this bylaw. The onus is on the owner of the strata lot to provide proof, if requested to do so, satisfactory to the council, that the non-conforming window coverings installed on or about their strata lot were installed prior to the date of passage of this bylaw.
- (15) Bird feeders are not allowed on the common property, including balconies and patios.
- (16) Outdoor holiday lights are permitted only from November 15<sup>th</sup> to January 31<sup>st</sup> inclusive or other festive occasions with prior notice to Strata Council.
- (17) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (18) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (19) Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner’s sole expense.

- (20) No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the lawns that are likely to damage the lawns or prevent their reasonable growth.
- (21) Owners, tenants and occupants are responsible for any damage to the common property that they do and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- (22) No children are allowed to play in the hallways, elevators, lobby or any other common area of the strata plan except in designated recreation areas. Any children playing in the common property or common facilities do so at their own risk and the strata corporation and the council will not be held responsible for injuries.
- (23) All notices must be posted on the bulletin boards with consent from the concierge staff.
- (24) Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (25) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from a patio or balconies of a strata lot. No water or any liquid is to be spilt over individual balconies or out any windows.
- (26) Neither children nor pets may be left unattended on a balcony.
- (27) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Garden residences and rooftop patios. This is due to the small size of the balconies. All heaters must have at least a 3 feet radius away from the surrounding building walls and balcony railings.
- (28) No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the Strata Plan without the prior written consent of the council.
- (29) The maximum number of residents permitted to reside in a strata lot is limited as follows:
  - (a) in a one-bedroom strata lot - two (2) persons
  - (b) in a one-bedroom plus den strata lot - four (4) persons
  - (c) in a two-bedroom strata lot - four (4) persons
  - (d) in a two-bedroom plus den strata lot - six (6) persons
  - (e) in a three-bedroom strata lot - six (6) persons

A person is defined as a resident if they live in the strata lot for over thirty (30) days.

**4. Inform strata corporation**

- (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.

**5. Obtain approval before altering a strata lot**

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*;
  - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;
  - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.
- (4) Hardwood floors and ceramic tiles must be installed using the following specifications:
  - (a) *Permitted hours of work are limited to: Weekdays from 9:00am to 6:00pm, Saturdays from 10:00am to 5:00pm and this will be enforced strictly. Any trespassing of these hours will be subject to a penalty. Construction work is not permitted on Sundays or*



Holidays. *Construction work with duration longer than 4 weeks require approval in advance.*

- (b) Floating hardwood floor only.
- (c) *Owners are responsible for removing all debris, old carpet, boards, drywall, etc. from The Marinaside Building. No debris of any kind is to be placed in the dumpster or the recycling bins.*
- (d) *Owners are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.*
- (e) Security: owner is responsible for the security of the building at all times.
- (f) Elevator must be booked to transport any material to and from the suite.
- (g) Underlay (sound deadening materials) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimeters thick, and possess a STC (sound transmission class) rating of > 50.
- (h) Underlay: if “silent step” is used, the STC must be >61 and the IIC must be >50. The closed self-foam must be ¼ inch thick minimum.
- (i) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
- (j) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay materials, and the details of this material must be submitted to Council.
- (k) If Strata Council receives *verified noise* complaints against owners with hardwood floors, the owner with the hardwood floors must place runners/rugs over areas of their hardwood floors to reduce noise transmission. Otherwise fines will be assessed the Strata Lot owner.

**6. Obtain approval before altering common property**

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**7. Alterations to a strata lot or common property**

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

receives approval may be required by the council to sign an Assumption of Liability Agreement.

- (2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council’s approval.
- (3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
  - (a) the maintenance and repair of the alterations, and
  - (b) the effects on all adjacent strata lots or common property, and
  - (c) the effects of rain and weathering, staining, discoloration.
- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
  - (a) the alterations are not maintained or repaired, or
  - (b) the alterations are damaged.

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

- (5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (8) When approval is granted by the council to any owner for modifications to the interior of the strata lot, work must commence within thirty (30) days of approval and be completed within sixty (60) days from the date approval was given.
- (9) An approved alteration shall be done between the hours of 8:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (10) An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

- (11) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum four hours per day) Monday to Friday only. There is to be no jack hammering, chipping or grinding on weekends and statutory holidays.

**8. Permit entry to strata lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours’ written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

**Division 2 – Powers and Duties of Strata Corporation**

**9. Repair and maintenance of property by strata corporation**

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

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

- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 – Council**

#### **10. Council size and membership**

- (1) Subject to subsection (2), the Council must have 7 members elected at an Annual General Meeting, but may operate with fewer members in accordance with the Strata Property Act (Part 7 Schedule of Standard Rules and Regulations; Division 3; Item 12)
- (2) The members of Council of the Strata Corporation shall be elected and shall retire in rotation. At the next Annual general meeting, four (4) Council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) Council members shall be elected for a term of one (1) year from the date of the election, and thereafter at each Annual General Meeting Council members shall be elected to fill the positions of those Council members whose term of office has expired and each Council member so elected shall hold office for a term of two (2) years.
- (3) No person shall be elected to Council and remain on Council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (4) No person shall be elected to Council and remain on Council if their Strata Lot is in arrears of any monies owed to the Strata Corporation.
- (5) The term of office of a Council Member ends at the end of the Annual General Meeting at which their term as a member of Council expires.
- (6) A person whose term as a Council Member is ending is eligible for reelection.

#### **11. Removing council member**

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

#### **12. Replacing council member**

- (1) If a council member resigns or is unwilling or unable to act for a period of 4 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.

**13. Officers**

- (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.

**14. Calling council meetings**

- (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.

**15. Requisition of council hearing**

- (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.

**16. Quorum of council**

- (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.

**17. Council meetings**

- (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) Council members, except for previously approved presentations and hearings, are the only persons permitted to attend Strata Council meetings.
- (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.

**18. Voting at council meetings**

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

**19. Council to inform owners of minutes**

The council must make available a copy of the minutes to all residents, and to those absentee owners who may request such a copy within two (2) weeks of a council meeting, whether or not the minutes have been approved. Minutes are available at the concierge desk or by logging on to the designated website. For more information please contact the management company.

**20. Delegation of council’s powers and duties**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

**21. Spending restrictions**

- (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.



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

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

**Division 4 – Enforcement of Bylaws and Rules**

**23. Maximum fine**

- (1) The Strata Corporation may fine an owner or tenant a maximum of:
  - (a) \$200.00 for each contravention of a Bylaw and;
  - (b) \$50.00 for each contravention of a Rule.
- (2) An infraction or violation of these Rules and Regulations and bylaws may result in a fine of fifty (\$50.00) dollars for each violation, to be assessed against the Strata Lot Owner and added to his monthly Strata Account. Repeated violations may be subject to a fine of up to \$200.00 for each additional violation.

First violation	\$50.00 fine
Second violation	\$100.00 fine
Further violations	\$200.00 per occurrence
- (3) All fines are due and payable within seven (7) days of the written issuance of the fine.

**24. Continuing contravention**

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**

**25. Quorum**

If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

**26. Person to chair meeting**

- (1) Annual and special general meetings must be chaired by the president of the council.

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

**27. Participation by other than eligible voters**

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord’s rights.
- (2) Only owners, individuals asked by owners to speak on their behalf, and spouses of owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Bylaws of the *Strata Property Act* is not included as part of these bylaws.

**28. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

**29. Order of business**

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 – Moving In/Out**

**30.**

- (1) An appointment for a moving in/out time must be made with the concierge. Every owner or tenant moving either into or out of the building must complete a move in/out form at the concierge before an appointment can be made. By signing this form, the individual concerned acknowledges the bylaws and rules that apply to move ins/outs and agrees to comply with these bylaws.
- (2) Whenever possible, a minimum of one (1) week’s notice is required to be given to the concierge, prior to any move in/out.
- (3) Hours of move-ins and move-outs are allowed only between the hours of 8:00 a.m. and 8:00 p.m. Moves must be finished by 8:00 p.m.
- (4) Full instructions for the operation of the move will be given by the concierge.

- (5) Owners will be responsible for any tenant or occupant in their strata lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to move in or out will be given. The concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by the concierge, building supervisor or property manager and the cost of repairing this damage deducted from the aforementioned damage deposit.
- (6) Elevator mats must be installed to protect tiled elevator floors.
- (7) A move-in fee of \$150.00 must be paid by the owner to the strata corporation before a move in can proceed.
- (8) The concierge and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee.
- (9) During the move, all lobby doors must remain closed and locked when unattended.

#### **Division 7 – Motor Vehicles and Parking**

### **31.**

- (1) An owner, tenant or occupant may use the parking space which has been specifically assigned to his strata lot for one motor vehicle and one motorcycle per space, save and except for private arrangements with other owner for the use of parking spaces assigned to such owners.
- (2) The parking spaces assigned to a strata lot shall not be rented or leased to a non-resident.
- (3) An owner, tenant or occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle owner’s sole expense.

- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle owner’s sole expense.
- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor’s parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle owner’s sole expense.
- (7) Parking spaces are not to be used for storage of any kind. The strata corporation will remove any items stored in an owner’s parking space and any costs incurred in doing so shall be assessed against the strata lot owner’s strata account.
- (8) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property where the likelihood of fluid or contaminants could cause inconvenience to others and/or damage to property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner. Owners of motor vehicles causing oil staining shall at the strata corporation’s notification, clean up all drippings, or on failure to do so within seven (7) days notice, the strata corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the strata lot.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the strata corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle owner’s sole expense, immediately without notice.
- (11) An owner, tenant or occupant who finds an unauthorized vehicle parked on his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner’s sole expense.
- (12) The speed limit within the common property is 10 kilometer per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the strata plan unless it is made in an attempt to avoid an accident. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.

- (14) An owner, tenant and occupant shall only wash motor vehicles in a designated car wash area.
- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking bylaws may be towed away immediately at the vehicle owner’s sole expense.
- (17) A vehicle that continues to leak oil may be removed.
- (18) No oil catching devices may be placed in the parking stalls.

### **Division 8 – Visitor Parking Stalls**

#### **32.**

- (1) Visitor parking in the designated LMS 4255 visitor parking space shall be on a first come first served basis.
- (2) Parking permits issued by the strata corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible, or they may be subject to being towed at the vehicle owner’s sole risk and expense.
- (3) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits are the property of the strata corporation. Temporary passes will be given out by the concierge.
- (4) Lost or stolen tags must be reported immediately to the management company and a charge of \$25.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of LMS 4255 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) A resident’s personal vehicles must not be parked in the visitor stalls with or without the visitor’s parking permit.

- (8) Visitor parking shall be limited to a maximum duration of 12 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle be parked overnight or make use of visitor parking for more than three (3) consecutive days without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor parking for more than seven (7) days per month. If continuous visitor parking is required, an extended visitor parking pass must be obtained from the concierge and approved by the on-site property manager.
- (9) Residents who allow friends or relatives to regularly park motor vehicles (i.e. for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the “visitor” category for parking in the building.
- (10) A maximum of 2 temporary visitor parking passes from the concierge will be issued to each strata lot at any one given time.

#### **Division 9 – Board Room/Computer Room/Sports Lounge**

**33.**

The facilities are for the use of the owners, tenants, occupants and visitors. Their use will be governed by provisions in these bylaws and in the rules relating to the use of the common property and common facilities. Smoking and alcoholic beverages are not permitted in any recreation rooms. All children under the age of fourteen (14) must be supervised by a resident.

#### **Division 10 – Booking of the Board Room/Computer Room**

**34.**

The board room and computer room will be available for use by owners, tenants, occupants and visitors on an exclusive basis between the hours of 7:30 a.m. and 11:00 p.m. For private social functions, a deposit of \$200.00 is to be placed at the time of the reservation (owners are not required to put down a deposit). If the room is not cleaned by noon the following day, a cleaning fee will be subtracted from the deposit. Any theft or damage will be assessed to the renter of this room and subtracted from the damage deposit. If this room is being used for commercial purposes, a user fee of \$10.00 per hour shall be charged, which must be paid to the concierge. Visitors must be accompanied by a resident when using the facility.

### **Division 11 – Booking of Sports Lounge**

**35.**

The sports lounge may be reserved for exclusive use by owners, tenants, occupants and visitors. Reservations are to be arranged with the concierge. A \$200.00 refundable damage deposit must be paid at the time of booking. If the lounge is not reserved for exclusive use, owners, tenants, occupants and visitors will also have the option of reserving the use of the pool table. Any damages will be the responsibility of the user/owner and subtracted from the damage deposit. If this room is being used for a commercial purpose, a user fee of \$10.00 per hour shall be charged and which must be paid to the concierge. If the room is not cleaned by noon the following day, a cleaning fee will be subtracted from the deposit. Visitors must be accompanied by a resident when using the facility. No alcoholic beverages are permitted in the sports lounge.

### **Division 12 – Fitness Room/Pool/Jacuzzi**

**36.**

Strata Plan LMS 4255 will not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including lawyer’s fees, which may result by reason of use of the recreational facilities by any person. Visitors must be accompanied by a resident when using the facility.

### **Division 13 – Fitness Room**

**37.**

- (1) No smoking is permitted.
- (2) Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment. All users must bring their own towels and wipe down exercise equipment after use.
- (2) No food or drinks are allowed (except water bottles).
- (3) The number of visitors per strata lot allowed in the fitness room is limited to two (2). The resident must accompany visitors at all times.
- (4) The fitness room hours are between the hours of 6:00 a.m. to midnight.
- (5) All personal belongings are to be removed after each use.
- (6) Appropriate clothing and shoes must be worn.
- (7) No one under the age of fourteen (14) is permitted in the fitness room. Toddlers properly restrained in strollers or car seats are accepted.



- (8) Use equipment at your own risk. The strata corporation will not be held liable for any injury, damage or loss however caused.

**Division 14 – Swimming Pool/Jacuzzi/Steam Room**

**38.**

- (1) All individuals must take a shower before entering the swimming pool, Jacuzzi and steam room, no exceptions.
- (2) All persons using the swimming pool, Jacuzzi or steam room do so at their own risk. The strata corporation or management are not liable of any accident, injury, loss or damage, however caused.
- (3) The facility is for the private use of residents and their visitors only. Visitors must be accompanied by a resident when using the facility.
- (4) No drinks or food allowed in the area.
- (5) No diving, boisterous behaviors, rough play or offensively activities permitted.
- (6) After using the pool or Jacuzzi please dry off before leaving the area.
- (7) Swimwear must be worn at all times. No cut-offs or t-shirts (No nude bathing).
- (8) The strata corporation or management reserves the right to deny use of the facility to anyone at anytime.
- (9) Swimming pool hours will be from 6:00 a.m. to midnight except for closure due to daily cleaning.
- (10) Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the use of Jacuzzi and pool.
- (11) No inflatable items, rafts, or toys shall be allowed in the pool or pool area except child’s waterwings.
- (12) No masks, flippers or any underwater diving equipment may be used in the pool.
- (13) No one under the age of fourteen (14) years is permitted in the pool area unless accompanied by an adult 19 years or older. All children using the facilities will be completely toilet trained or using swimming diapers and those under the age of four (4) years are prohibited from using the Jacuzzi.

- (14) It is requested that all individuals co-operate in maintaining maximum cleanliness and tidiness in the swimming pool area.
- (15) Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes.
- (16) No chemicals, shampoo or soaps are to be used in the pool or Jacuzzi at any time.
- (17) Individuals using steam room are recommended to limit any one use to 10 minutes for health reasons. No children under fourteen (14) years of age are allowed in the steam room.
- (18) Persons with heart problems, or those experiencing faintness or dizziness shall not use the Jacuzzi.

### **Division 15 – Building Security**

#### **39.**

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) No one shall let a stranger enter the building by way of enterphone, or when entering the building themselves. This particularly applies to persons claiming to be tradesmen or deliverymen since they must have an appointment via the concierge.
- (3) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional/replacement infrared control units (fobs) may be obtained by a registered owner. The fobs will be issued by the concierge at a cost of \$50.00 per fob. A limit of three (3) fobs per one bedroom suite, four (4) fobs per two bedroom suite and five (5) fobs per three bedroom suite applies.
- (6) All fobs and common area keys lost/stolen shall be reported to the concierge immediately. The cost of a replacement will be borne by the owner/tenant.
- (7) No soliciting will be permitted within the Strata Plan under any circumstances.

- (8) Security of the building cannot be maintained without the full cooperation and observance of these bylaws by all residents.

#### **Division 16 – Hazards and Insurance**

#### **40.**

- (1) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas.
- (2) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
- (3) All freshly cut and “live” Christmas trees are prohibited in the building.
- (4) Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (5) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (6) Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on their strata lot or on the common property, except a small supply of fuel normally used for gas barbecues and heaters only.
- (7) Owners, tenants and occupants must endeavor to prevent the escape of any explosive, combustible, flammable or noxious fumes material from their strata lot.
- (8) No material or substance especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or the common property.
- (9) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of the common property or safety may have to be gained by force at the owner’s expense.
- (10) The strata corporation must insure against major perils including without limitation, earthquakes.

- (11) It is the responsibility of owners to have their vacant suites checked a minimum of once every 7 days, to ensure there is no damage of any kind, including water that may occur when their unit is vacant. In the event of a problem with their unit, owners must be able to demonstrate that their unit has been inspected a minimum of once every 7 days, otherwise the Strata will hold the owner 100% responsible for any damage caused to their unit and other affected units.

### **Division 17 – Resale of Strata Lot**

#### **41.**

- (1) “Open House” for the purposes of this Bylaw means any event planned by any Owner, Owner’s agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner’s Agent or Realtor in which:
- (a) The public at large, or any portion thereof, is invited onto the common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, and
  - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future,

But it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on either Saturday or Sunday and are subject to this Bylaw.
- (3) An Owner, Owner’s Agent or Realtor shall not advertise or conduct an Open House unless:
- (a) The Owner or Owner’s Agent has applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and the permission has been granted: and
  - (b) The Owner or Owner’s Agent advises the concierge, in writing, at least 72 hours prior to the date of the Open House,

- (4) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner’s Agent or Realtor is entitled to place one sign (“Sign”) advertising the Open House. The Owner, Owner’s Agent or Realtor shall ensure the sign:
  - (a) is on a temporary nature;
  - (b) is no larger than 30cm by 60cm;
  - (c) is displayed at most during the period when the Open House is being conducted;
  - (d) is of a professional and tasteful nature; and
  - (e) is placed outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;
- (5) The Owner, Owner’s Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House (“Attendees”) are, at all times, accompanied by the Owner, Owner’s Agent or Realtor.
- (6) Upon entering the building for the purpose of attending or otherwise participating in an Open House, each Attendee shall sign in with the Concierge and shall provide the Concierge with the Attendee’s name and address.
- (7) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (8) No Owner, Owner’s Agent or Realtor shall conduct an Open House on a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 38.3(a) of this Bylaw, no permission shall be granted by the Strata Corporation for an Open House to be advertised or conducted when a “move-in” or a “move-out” is planned.
- (9) In the event that this Bylaw is breached the Owner, the Owner’s Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$50.00 by the Strata Corporation.

**Division 18 – Bicycles, Rollerblades, Roller-skating, and Skateboards**

**42.**

- (1) Bicycles shall be kept in designated bicycle storage areas only.

- (2) Bicycles shall be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.
- (1) Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner. Bicycles removed will be locked up by the property manager to enforce the rules of the strata corporation for a period up to thirty (30) days. All unclaimed bicycles will thereafter be disposed of to recover the costs of removal and/or storage.
- (2) To recover a removed bicycle, the owner will pay a fine of \$25.00 to cover the cost of removing and storage. This money is payable to the strata corporation.
- (3) Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.

#### **Division 19 – Storage**

**43.**

- (1) No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.

### **Division 20 – Barbecues and Heaters**

**44.**

- (1) Only propane, natural gas or electric barbecues or heaters are permitted.
- (2) All propane tank valves are to be in the “off” position when not in use, and/or being carried through the common property. Natural gas units shall be disconnected from the outlet when not in use.
- (3) Barbecuing is permitted on the balconies and patios of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and stored outside.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Failure to comply resulting in complaints may result in suspension of barbecuing rights.

### **Division 21 – Severability**

**45.**

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

### **Division 22 – Window Tinting**

**46.**

- (1) An owner must not install or permit to be installed any metalized, reflective or mirror coating, filming or tinting on any windows.
- (2) An owner may install non-reflective or non-mirrored window coating, filming or tinting with product specification as provided by the Strata Council.

- (3) In the event that the Strata Corporation replaces any exterior window or door for any reason, the Strata Corporation will not be required to apply any coatings or pay the cost to reapply coatings that may have existed prior to such window or door replacement. Subject to 44(2), an owner may reapply a window coating at their expense.

**END**

**NOTES:**

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation LMS4255. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

BT042334, February 5, 2002  
BV111028, March 31<sup>st</sup>, 2003

- Bylaws 1 to 45, inclusive.
- As Passed at AGM, January 28<sup>th</sup>, 2003  
Bylaws Nos. 5(4), 12(1), 23(1), 23(2), 23(3), 31(17), 31(18), 32(10), and 39(5).
- As Passed at AGM, January 6<sup>th</sup>, 2004
- Bylaws Nos. 3(25) and 40(11).
- Bylaws Nos. 41(1), 7(11), 5(4) & 34
- Replaced Bylaws 1(4), 1(5) and added  
Bylaw 46

BW036963, January 29, 2004  
BX117340, March 2, 2005  
BA256739 – February 2, 2006