

# STRATA PLAN LMS 921 GUILDFORD PARK PLACE

## BYLAWS

  
**This is a Smoke-Free Property**  
*Thank you for not smoking!*

***As of the May, 2016 Annual General Meeting, Strata Plan LMS0921 – Guildford Park Place is a no smoking or vaping property. Please observe Bylaw 6.6.***

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**STRATA PLAN LMS 921  
GUILDFORD PARK PLACE BYLAWS**

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**Amendments:**

Registration:	June 7, 2001	BR 137243
Registration:	September 22, 2003	BV 381647 (entire repeal and replace)
Registration:	June 9, 2006	BA 387311
Registration:	March 14, 2008	BB 0210589
Registration:	July 23, 2008	BB 0883544
Registration:	July 21, 2009	BB 792613
Registration:	July 5, 2010	BB 1167753
Registration:	September 13, 2010	BB 1700565
Registration:	July 11, 2011	BB 4001736
Registration:	October 28, 2011	BB 1996873
Registration:	June 26, 2012	CA 2620828
Registration:	June 3, 2013	CA3160458
Registration:	May 30, 2014	CA3754456
Registration:	July 2, 2015	CA4508071
Registration:	July 7, 2016	CA5352781
Registration:	June 26, 2017	CA6094108
Registration:	July 9, 2018	CA6918277
Registration:	June 24, 2019	CA7577649

*Disclaimer: This document is being provided as part of the strata corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.*

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**TABLE OF CONTENTS**

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<b>DUTIES OF RESIDENTS AND VISITORS .....</b>	<b>3</b>
1. Compliance with bylaws and rules .....	3
2. Separate sections .....	3
3. Separate types in the Apartment Section .....	3
4. Payment of strata fees and special levies .....	4
5. Repair and maintenance of property by owner .....	5
6. Use of property .....	5
7. Pets and animals .....	6
8. Inform strata corporation .....	7
9. Obtain approval before altering a strata lot.....	8
10. Obtain approval before altering common property.....	9
11. Renovations/alterations other than original construction .....	10
12. Permit entry to strata lot.....	11
<b>POWERS AND DUTIES OF THE STRATA CORPORATION AND A SEPARATE SECTION.....</b>	<b>12</b>
13. Repair and maintenance of property by strata corporation .....	12
14. Repair and maintenance of property by a separate section.....	13
<b>COUNCIL .....</b>	<b>14</b>
15. Council size .....	14
16. Council eligibility .....	14
17. Application of bylaws .....	14
18. Council members' terms .....	14
19. Removing council member.....	15
20. Replacing council member .....	15
21. Officers .....	15
22. Calling council meetings .....	16
23. Requisition of council hearing .....	16
24. Quorum of council.....	16
25. Council meetings .....	16
26. Voting at council meetings .....	17
27. Council to inform owners of minutes .....	17
28. Delegation of council's powers and duties .....	17
29. Spending restrictions .....	18
30. Limitation on liability of council member .....	18
<b>ENFORCEMENT OF BYLAWS AND RULES.....</b>	<b>18</b>
31. Fines.....	18
32. Continuing contravention .....	19

<b>ANNUAL AND SPECIAL GENERAL MEETINGS .....</b>	<b>19</b>
33. Application of bylaws .....	19
34. Quorum of meeting .....	19
35. Person to chair meeting .....	19
36. Participation by other than eligible voters .....	20
37. Voting .....	20
38. Electronic attendance at meetings .....	20
39. Order of business.....	21
<b>SMALL CLAIMS COURT &amp; CIVIL RESOLUTIONS TRIBUNAL PROCEEDINGS .....</b>	<b>21</b>
40. Authorization to proceed .....	21
<b>MARKETING ACTIVITIES BY OWNER DEVELOPER.....</b>	<b>22</b>
41. Display lot .....	22
<b>MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS .....</b>	<b>22</b>
42. Sale of a strata lot.....	22
<b>INSURANCE .....</b>	<b>22</b>
43. Insuring against major perils .....	22
<b>STORAGE .....</b>	<b>22</b>
44. Storage lockers and bicycle storage.....	22
<b>PARKING .....</b>	<b>23</b>
45. Parking .....	23
<b>MOVING .....</b>	<b>24</b>
46. Move in/out procedures for residents in the Apartment Section.....	24
<b>APPEARANCE OF STRATA LOTS .....</b>	<b>24</b>
47. Cleanliness .....	24
<b>RENTALS .....</b>	<b>25</b>
48. Residential rentals .....	25
<b>VISITORS AND CHILDREN .....</b>	<b>26</b>
49. Children and supervision.....	26
50. Miscellaneous .....	26
51. Short Term Rentals and Other Accommodations .....	27
52. Privacy Policy .....	28

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**GUILDFORD PARK PLACE  
Strata Plan LMS 921**

**BYLAWS**

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Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a strata lot. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

**DUTIES OF RESIDENTS AND VISITORS**

**1. Compliance with bylaws and rules**

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation and the applicable separate section adopted from time to time.

**2. Separate sections**

- 2.1 The owners of all apartment-style strata lots will form a separate section within the strata corporation consisting of all the apartment-style strata lots and bearing the name "Section 1 of The Owners, Strata Plan LMS 921 (the "Apartment Section").
- 2.2 The owners of all townhouse-style strata lots will form a separate section within the strata corporation consisting of all the townhouse-style strata lots and bearing the name "Section 2 of The Owners, Strata Plan LMS 921 (the "Townhouse Section").

**3. Separate types in the Apartment Section**

- 3.1 The Apartment Section shall be comprised of different types of strata lots. All the strata lots in all high-rise buildings shall be one type of strata lot in the Apartment Section and shall be referred to in these bylaws collectively, as the "High-rise Apartments". All the strata lots in the low-rise buildings shall be a different type of strata lot in the Apartment Section and shall be referred to in these bylaws collectively, as the "Low-rise Apartments".
- 3.2 A contribution to the operating fund which relates to and benefits only the High-rise Apartments shall be shared only by the owners of the High-rise Apartments. Each High-rise Apartment's share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.
- 3.3 A contribution to the operating fund which relates to and benefits only the Low-rise Apartments shall be shared only by the owners of the Low-rise Apartments. Each Low-rise Apartment's share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.

- 3.4 A contribution to the operating fund which relates to and benefits all of the strata lots in the Apartment Section shall be shared by the owners of the High-rise Apartments and the Low-rise Apartments. Each strata lot's share of that operating fund contribution shall be calculated in accordance with section 99 of the Act.
- 3.5 A contribution to the operating fund that relates to and benefits only limited common property in the Apartment Section shall be shared only by owners of the strata lots in the Apartment Section entitled to use the limited common property. Each strata lot's share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) to the Act.
- 3.6 Each strata lot's share of a contribution to the contingency reserve fund of the Apartment Section or a special levy of the Apartment Section shall be shared by all strata lots in the Apartment Section in accordance the formula set forth in Regulation 6.4(3) to the Act.

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

- 4.1 An owner must pay strata fees on or before the first day of each month to which the strata fees relate. An owner must provide payment of strata fees by cheque or such other means as the managing agent may provide and at the place designated by the strata corporation or the managing agent.
- 4.2 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 4.3 Where an owner fails to pay any amount owing in accordance with bylaw 4.1 or 4.2, the strata corporation may assess an interest charge of 10% per annum, compounded annually.
- (1) Where an owner fails to pay any amount owing in accordance with bylaw 4.2, the strata corporation may assess fines in \$50.00 incremental increases to be assessed as follows: \$50 for the first missed payment, \$100 for the second missed payment, \$150 for the third missed payment and \$200 for the fourth and subsequent missed payments.
- 4.4 The strata corporation shall collect and maintain Contingency Reserve Funds as provided in the Regulations to the Act, except that:
- (a) ***(deleted)***
- (b) Unless otherwise directed by a 3/4 vote of the owners, any amount collected pursuant to Regulation 6.1(3) shall be not less than 5 percent of the proposed annual operating budget.
- (c) Despite section 95(2)(a) of the Act, contingency reserve funds must be held on deposit in a savings institute which is a member of the Canada Deposit Insurance Corporation and in an instrument generally referred to as a "pooled trust deposit".

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

- 5.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of a separate section or the strata corporation, as the case may be, under these bylaws.
- 5.2 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 a separate section or the strata corporation, as the case may be, under these bylaws.

## **6. Use of property**

- 6.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, 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.
- 6.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which a separate section or the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 6.3 An owner is responsible for any damage to the owner's strata lot caused by occupants, tenants or visitors.
- 6.4 An owner shall indemnify and save harmless a separate section or the strata corporation, as the case may be, 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 caused by the owner's act, omission, negligence or carelessness or any circumstance that is deemed to be the responsibility of the Strata lot owner or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 6.1, 6.2 and 6.3, any insurance deductible paid or payable by the a separate section or the strata corporation, as the case may be, shall be considered an expense not covered by the proceeds received by a separate section or the strata corporation as insurance coverage and will be charged to the owner.
- 6.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home.

6.6 Smoking and vaping is prohibited:

- (a) in a Strata lot;
- (b) in the interior common property, including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
- (c) on patios and balconies; and
- (d) within six meters of a door, window or air intake.

For purposes of this Bylaw 6.6, the following definitions apply:

- (e) “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- (f) “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.

All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.

**7. Pets and animals**

7.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

7.2 A resident 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.

7.3 A resident must not keep a pet 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;
- (e) one cat.

7.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

7.5 A resident must apply to the executive Council of a separate section for written permission to keep a dog (a “Permitted Dog”) by registering the dog within 15 days of the dog residing on a strata lot (or the passage of this Bylaw) by completing and filing a Dog Registration Form, providing in writing the owners name, address, telephone number, the type of animal and name, include an identifying picture of the Permitted Dog and provide the

municipal dog license number. This Bylaw applies retroactively to both previously registered and unregistered dogs.

- 7.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 7.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of the executive council of the separate section, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the executive council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 7.8 If a resident contravenes bylaw 7.7, the owner of the strata lot will be subject to a fine of \$50.00.
- 7.9 Notwithstanding bylaw 7.8, a resident whose pet contravenes bylaw 7.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the separate section and the strata corporation to obtain the injunction, including legal costs.
- 7.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 7.11 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.
- 7.12 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 7.13 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 7.14 A resident who contravenes any of bylaws 7.1 to 7.6 (inclusive) or 7.10 to 7.13 (inclusive) will be subject to a \$50.00 fine.

## **8. Inform strata corporation**

- 8.1 An owner must notify the separate section and the strata corporation of:
  - (a) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
  - (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.

8.2 On request by a separate section or the strata corporation, as the case may be, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

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

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

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which a separate section or the strata corporation must insure under section 149 of the Act; and
- (h) wiring, plumbing, piping, heating, air conditioning and other services.

9.2 The separate section or the strata corporation must not unreasonably withhold their approval under bylaw 9.1, but may require as a condition of their approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the separate section and the strata corporation for any future costs in connection with the alteration.

9.3 An owner intending to apply to a separate section and the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

9.4 That the owner agrees to the following guidelines for the installation of hard surface flooring in order to reduce the noise impact on neighboring suites.

### **Installation:**

- 1. Owners must install a floor underlay with an Impact Insulation Class or IIC rating of 70 or better.
- 2. Underlay is to be installed between the finished floor and the concrete base.

### **Noise Reduction:**

To reduce the noise impact of hard surface flooring, residents are requested to implement the following:

- (a) Fit soft pads under the legs of furniture.
- (b) Wear soft-soled footwear in the suite.
- (c) Place rugs or carpets in high traffic areas.
- (d) As sound is not absorbed well by hard surface flooring, placing soft pads on the inside of cabinet doors will help reduce the noise of closing.
- (e) Owners are required to assist in responding to noise complaints arising from the installation of hard surface flooring.

## **10. Obtain approval before altering common property**

- 10.1 An owner must obtain the written approval of a separate section and the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 10.2 An owner, as part of its application to the separate section and the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the executive council and the strata council; and
  - (c) obtain the consent of the owners by written approval of the executive council and the strata council under bylaw 10.1.
- 10.3 The separate section and the strata corporation may require, as a condition of their approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the executive council and the strata council or their duly authorized representatives;
  - (b) that the standard of work and materials be not less than that of the existing structures;
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by a separate section and the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

- (e) that the owner and any subsequent owner who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the separate section and the strata corporation, their council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by a separate section and the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by a separate section or the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 10.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by a separate section and/or the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 10.5 An owner who, subsequent to the passage of bylaws 10.1 to 10.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the separate section or the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- 11. Renovations/alterations other than original construction**
- 11.1 An owner must give the executive council of a separate section two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Inadequate notice will result in the levy of fines.
- 11.2 All tradespersons must be licensed and bonded. Work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 11.3 A resident must not permit any construction debris, materials or packaging to be deposited in a separate section's or the strata corporation's disposal containers.
- 11.4 An owner in the Apartment Section must ensure that the delivery of any construction materials is through an entrance as designated from time to time for that purpose and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner in the Apartment Section must not permit any renovations/alterations materials to be delivered through a lobby.
- 11.5 An owner in the Apartment Section must be responsible to ensure:

- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the executive council) and the residential corridor thoroughly vacuumed daily.
- 11.6 Other than original construction, an owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the executive council at least five business days before the holiday date.
- 11.7 An owner, must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the executive council.
- 11.8 An owner, performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

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

- 12.1 A resident or visitor must allow a person authorized by a separate section or the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of a separate section or the strata corporation, as the case may be, to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
    - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
    - (iii) to ensure residents'/Owners' compliance with any mandate issued by an authority having jurisdiction (including but not limited to: Surrey Fire Service, City of Surrey, Province of BC) for repair, replacement or maintenance of any fixture within the strata lot, which may be the responsibility of the Owner (a copy of the "Order to Comply" or similar document will be posted on FSRconnect) and provided to the Owner in question.
- 12.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the separate section or the strata corporation, as the case may be.

- 12.3 The notice referred to in bylaw 12.1(b)(i) must include the date and approximate time of entry, and the reason for entry.
- 12.4 Without limited the generality of bylaws 12.1 through 12.3, for purpose of maintenance, repair or renewal of the exterior of all highrise buildings, including window washing and the mounting or hooking up of equipment therefor, the owner of any strata lot, and in particular, strata lot numbers 158, 159, 160 and 161 in Phase I (Tower C) (and with respect to Towers B and A in Phases II and III respectively, the strata lots equivalent to the above in terms of location) shall permit the Strata Corporation and its agents to enter and have access through their respective strata lots and any limited common property appurtenant thereto.
- 12.5 All owners and/or residents must provide access to their strata lot for fire safety inspection and repairs, dryer duct cleaning, and gas fire place inspection and repairs during the time scheduled for such work. If an owner fails to provide access as required, the Strata Corporation may organize the work for the missed unit and may gain access to the unit after providing at least 48 hours notice. All expenses may be charged to the Owner. Also fines of up to \$200 may be levied for such violations.

## **POWERS AND DUTIES OF THE STRATA CORPORATION AND A SEPARATE SECTION**

### **13. Repair and maintenance of property by strata corporation**

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

## **14. Repair and maintenance of property by a separate section**

14.1 A separate section must repair and maintain all of the following:

- (a) common assets of the separate section;
- (b) limited common property that has been designated for the exclusive use of a strata lot or strata lots in a separate section, but the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - A. the structure of a building;
    - B. the exterior of a building;
    - C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
    - D. doors, windows and skylights on the exterior of a building or that front on common property;
    - E. fences, railings and similar structures that enclose patios, balconies and yards.
- (c) a strata lot, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building or that front on common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

14.2 Without limiting the generality of bylaw 14.1, each separate section must:

- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and common property to be controlled, managed and administered by either separate section, facilities common to the separate section, or other assets of the separate section; and

- (b) maintain all areas common to the separate section, both internal and external, including storage areas, public halls and lobbies.

## **COUNCIL**

### **15. Council size**

- 15.1 The strata council must have at least 5 and not more than 7 members.
- 15.2 If the strata council has 5 members, at least one member must be a member of the executive council of the Apartment Section and at least one member must be a member of the executive council of the Townhouse Section.
- 15.3 If the strata council has 6 or 7 members, at least two members must be members of the executive council of the Apartment Section and at least two members must be members of the executive council of the Townhouse Section.
- 15.4 The executive council of a separate section must have at least 3 and not more than 5 members.

### **16. Council eligibility**

- 16.1 No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 16.2 No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if there are amounts owing to a separate section or the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 16.3 No person may stand for executive council or strata council or continue to be on an executive council or the strata council with respect to a strata lot if there are amounts owing to a separate section or the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

### **17. Application of bylaws**

- 17.1 Bylaws 18 to 30 apply with the necessary changes to the executive council of a separate section and to the strata council of the strata corporation and, where the meaning requires, apply generally with the necessary changes to a separate section and the strata corporation.

### **18. Council members' terms**

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

18.2 A person whose term as council member is ending is eligible for reelection.

### **19. Removing council member**

19.1 The strata corporation may, by a resolution passed by a 2/3 vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

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

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

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

19.5 A replacement council member appointed pursuant to bylaws 19.2 and 19.4 may be appointed from any person eligible to sit on council.

### **20. Replacing council member**

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

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

20.3 A council may appoint a council member under bylaw 20.2 even if the absence of the member being replaced leaves the council without a quorum.

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

### **21. Officers**

21.1 At the first meeting of a council held after each annual general meeting, a council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

21.2 A person may hold more than one office at a time, other than the offices of president and vice president.

21.3 The vice president has the powers and duties of the president while the president is absent.

21.4 A council may vote to remove an officer.

21.5 If an officer is removed, resigns, is unwilling or unable to act, council members may elect a replacement officer from among themselves for the remainder of the term.

## **22. Calling council meetings**

22.1 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.

22.2 The notice in bylaw 22.1 does not have to be in writing.

22.3 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.

## **23. Requisition of council hearing**

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

23.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 23.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

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

## **24. Quorum of council**

24.1 A quorum of council is

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

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

## **25. Council meetings**

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

- 25.2 At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 25.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 25.4 No person other than a member of council shall be entitled to attend a meeting of a council unless authorized by a resolution of council. During the course of a meeting of council, any person or persons (other than council members) may be excluded from such a meeting by a resolution of council.
- 25.5 Despite bylaw 25.4, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in council's opinion, unreasonably interfere with an individual's privacy.

## **26. Voting at council meetings**

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

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

- 27.1 A council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

- 28.1 Subject to bylaws 28.2, 28.3 and 28.4, 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.
- 28.2 The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 28.3.
- 28.3 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.
- 28.4 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,
  - (c) whether a person should be denied access to a recreational facility, or
  - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

## **29. Spending restrictions**

- 29.1 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.

## **30. Limitation on liability of council member**

- 30.1 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.
- 30.2 Bylaw 30.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 30.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

## **ENFORCEMENT OF BYLAWS AND RULES**

### **31. Fines**

- 31.1 Except where specifically stated to be otherwise in these bylaws, a separate section or the strata corporation may fine an owner or tenant:
- (a) \$50.00 for each contravention of a bylaw, and
  - (b) \$25.00 for each contravention of a rule.
- 31.2 An executive council or the strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of a separate section or the strata corporation, as the case may be, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

- 31.3 The Strata shall charge interest in the amount of 10% per annum, compounded yearly (which is equal to 9.569% per annum, compounded monthly) on any and all outstanding balances after 30 days on a strata lot's account, for unpaid fines, assessed costs to repair damages, assessed insurance deductibles, or any other such expenses levied against a strata lot.
- 31.4 Any strata lot in arrears for any reason, including but not limited to, strata fees, special levies, fines, interest, the bank and /or property management company, NSF charges, chargebacks or any other amount owing will be denied access to the amenity rooms, pools, saunas, hot tub and fitness center until such time the amount owing has been paid in full.

## **32. Continuing contravention**

- 32.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- 32.2 Continuing contravention of a Bylaw will result in \$50.00 incremental increases in fines to the maximum provided by the Act & Regulation, Part 7. For the purpose of subsection 32.2 "continuing contravention" is defined as any repeated contraventions which may occur over 24 consecutive months.

## **ANNUAL AND SPECIAL GENERAL MEETINGS**

### **33. Application of bylaws**

- 33.1 Bylaws 34 to 38 apply with the necessary changes to the holding of general meetings and to the strata council of the strata corporation and to the holding of general meetings and to the executive council of a separate section and, where the meaning requires, apply generally with the necessary changes to the strata corporation and a separate section.

### **34. Quorum of meeting**

- 34.1 Within a ½ hour from the time appointed for an Annual or Special General meeting a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 34.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

### **35. Person to chair meeting**

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

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

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

### **37. Voting**

- 37.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 37.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 37.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 37.4 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 37.5 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.
- 37.6 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.
- 37.7 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.
- 37.8 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.
- 37.9 An election or removal of a council member must be held by secret ballot if requested by an eligible voter.

### **38. Electronic attendance at meetings**

- 38.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

38.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

### **39. Order of business**

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

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

### **SMALL CLAIMS COURT & CIVIL RESOLUTIONS TRIBUNAL PROCEEDINGS**

#### **40. Authorization to proceed**

40.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation or a separate section, 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 or a separate section, as the case may be, is required to expend as a result of the owner's act, omission, negligence or carelessness

or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

### **MARKETING ACTIVITIES BY OWNER DEVELOPER**

#### **41. Display lot**

- 41.1 An Owner Developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs. Bylaws 42.1 to 42.3 do not apply to the Owner Developer.
- 41.2 An Owner Developer may use a strata lot that the Owner Developer owns or rents, as a display lot for the sale of other strata lots in the strata plan. An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

### **MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS**

#### **42. Sale of a strata lot**

- 42.1 Subject to bylaw 41.1, real estate signs must not be displayed in a strata lot or on common property, including limited common property. Temporary "open house" signs are exempt from this bylaw and must be removed at the end of the day's showing.
- 42.2 The strata corporation will provide a common display post at each entrance to the common property roadways with a sign no larger than 24" in height and 24" in width reading "Resale units available. Please contact your local realtor," or such other generic availability as determined by the Strata Council from time to time.

### **INSURANCE**

#### **43. Insuring against major perils**

- 43.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 43.2 All owners **must carry adequate** home owners insurance for their personal contents. Their insurance must also have adequate coverage for water damage to their personal residence as well as adjoining suites.

### **STORAGE**

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

- 44.1 Designated bicycle rack and storage lockers are for residents in the Apartment Section only. A resident in the Apartment Section must store bicycles and tricycles in designated bicycle rack and storage lockers.
- 44.2 A resident in the Apartment Section must not store any hazardous or flammable substances in storage lockers.

## **PARKING**

### **45. Parking**

- 45.1 A resident must not permit any oversized or recreational vehicle including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset, unless authorized in writing by the executive council of a separate section.
- 45.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 45.3 A resident storing an unlicensed vehicle must provide to the Strata Office or display on the vehicle proof of valid storage insurance on the commencement date of the storage and on request thereafter. Unlicensed vehicles found without valid storage insurance will have a Parking Violation Notice left on the vehicle, and a letter will be mailed to the Strata lot owner; stating that proof of storage insurance must be provided within 10 calendar days or the vehicle will be towed at the vehicle owner's expense. A resident that fails to comply with the ten day notice and/or Parking Violation Notice will have the vehicle towed at the vehicle owner's expense. A vehicle parked in a visitor parking area not displaying valid insurance will be towed without notice at the expense of the owner.
- 45.4 An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- 45.5 A resident must park only in the parking stall assigned to the resident.
- 45.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 45.7 Any resident's vehicle parked in violation of bylaw 45.6 will be subject to removal by a towing company authorized by the executive council of the applicable separate section in the case of limited common property and the strata council in the case of common property, and all costs associated with such removal will be charged to the owner of the strata lot.
- 45.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 45.9 A resident or visitor operating a vehicle on the common property must activate the vehicle's headlights and not exceed 10 km/hour.
- 45.10 A resident in the Apartment Section must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.
- 45.11 A person washing a vehicle must keep audio volume low.

- 45.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

## **MOVING**

### **46. Move in/out procedures for residents in the Apartment Section**

- 46.1 An owner in the Apartment Section must conform and ensure that any tenants conform to the Move In and Move Out rules established from time to time by the executive council of the Apartment Section.
- 46.2 A resident in the Apartment Section must provide notice to the Apartment Section of all moving arrangements at least 48 hours before the moving time. All moves must take place between 9:00 a.m. and 4:30 p.m. daily.
- 46.3 A resident using an elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- 46.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 46.5 Immediately upon completion of any move, a resident must ensure that all common areas are left damage free and clean.
- 46.6 Each time there is a change in Ownership and/or occupancy of an Owner or tenant moving into a strata lot in the Apartment Section, the Owner must pay to the Strata Corporation LMS Apartment Section Budget a move in fee of \$200.00.
- 46.7 Unscheduled moves into or out of a strata lot in the Apartment Section, by an owner or tenant, are subject to an automatic \$200.00 fine.
- 46.8 Each time an owner or tenant moves into or out of a strata lot in the Apartment Section, the owner must pay to the Apartment Budget a refundable security deposit of \$300.00 to cover for any damages caused during the move in or out. This deposit will be applied towards any damages or will be refunded within 30 days after the move if there are no damages. Any costs, fines or damages exceeding the \$300.00 deposit will be charged back to the strata lot.

## **APPEARANCE OF STRATA LOTS**

### **47. Cleanliness**

- 47.1 A resident must not allow a strata lot or any limited common property appurtenant thereto to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property, including limited common property. Any expenses incurred by a separate section and the strata corporation to remove such refuse will be charged to the strata lot owner.
- 47.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in

designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

- 47.3 A resident must ensure that all items prohibited or banned from the garbage and recycling streams are disposed of correctly according to proper procedures and guidelines. A resident that dumps any banned item into the garbage or recycling bins or anywhere on common property will be fined \$200.00 and charged for all associated disposal fees.

## RENTALS

### 48. Residential rentals

- 48.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and the applicable separate section and a Notice of Tenant's Responsibilities in Form K.
- 48.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 48.3 All the owners on record on the date of passing of this special resolution are deemed to have purchased their units directly from the Developer on the date aforementioned and are deemed to have the same leasing rights as the original owners and be able to lease their units as per the Strata Corporation Bylaws until April 1, 2205. Any subsequent purchaser after the date of passing of this bylaw would have to obey any rental restriction as stipulated in the Strata Corporation Bylaws
- 48.4 At any given time, up to 8% strata lots may be rented, but this number does not include any common asset that is a strata lot in the strata plan.

The Stanley	- 165 units X 8% = 13 suites
Chatsworth I & II	- 100 units X 8% = 8 suites
Bloomsbury C & D	- 95 units X 8% = 7 suites
Townhouses	- 64 units X 8% = 5 suites

The Strata Corporation must administer this Bylaw in the following manner:

- (a) an owner wishing to rent a strata lot must first apply in writing to Council for approval to rent;
- (b) Council must consider applications in the order in which applications are received by Council;
- (c) the Council must not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot, except as set out in this Bylaw;
- (d) the Council must consider each application upon receipt and will respond to each application in writing within 14 days from the date the application is received by the Strata Corporation;

- (e) the Council must keep a list of owners who have applied under this Bylaw to rent their strata lot and the priority of their respective applications;

upon approval of an owner's application to rent, the owner must enter into a tenancy agreement for the strata lot within 60 days from the date of Council's approval of that owner's application or the approval is automatically revoked and Council is entitled to advise the owner next following on the list that his or her application to rent a strata lot is approved.

- 48.5 Upon the expiration or termination of any tenancy or right of occupancy, whether existing or approved, the owner shall thereafter make a separate application to the Strata Council for permission to grant any subsequent tenancy or right of occupancy and the same approval process shall apply.

## **VISITORS AND CHILDREN**

### **49. Children and supervision**

- 49.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the strata council, that will not disturb the rights of quiet enjoyment of others.
- 49.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the strata council, that will not disturb the quiet enjoyment of others.
- 49.3 Residents are responsible to assume liability for and properly supervise activities of children.

### **50. Miscellaneous**

- 50.1 A resident or visitor must not smoke on common property.
- 50.2 A resident or visitor must not use or store barbecues on common property or use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or other like cooking device is powered by propane or electricity and such barbecue, hibachi or other like cooking device will not be used except in accordance with the rules made by the separate section from time to time.
- 50.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 50.4 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** inside a building, including a strata lot.
- 50.5 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.

- 50.6 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 50.7 Subject to bylaws 42.1, 42.2 and 42.3, a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the applicable executive council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 50.8 A resident may post notices on the designated bulletin board, subject to being removed by the executive council if deemed inappropriate or posted for in excess of one week.
- 50.9 A resident must ensure that all entrance doors to strata lots in the Apartment Section are kept closed and kitchen extract fans are used when cooking.
- 50.10 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 50.11 A resident must ensure that drapes or blinds visible from the outside of a building are cream or white in colour.
- 50.12 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of a building.
- 50.13 A resident must not install any walls, fences, enclosures, awnings, smoke stacks, satellite dishes, radio or television antennae or landscaping or make any changes thereto on any deck, terrace, patio, balcony, yard or garden, without the prior written approval of the strata council or applicable executive council nor do any act or alter a strata lot in any manner that in the opinion of the strata council or executive council of a separate section will alter the exterior appearance of a building.
- 50.14 A resident must not permit the accumulation on any deck, terrace, patio, balcony, yard, or roof area adjoining a strata lot of any ice, snow, leaves or debris or permit anything to happen that would develop any drainage problems for or cause damage to any strata lot or common property, including limited common property.
- 50.15 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 50.17 Delivery of any goods and access to any strata lot within the Apartment section must be done exclusively through the front door of the respective strata lot.

## **51. Short Term Rentals and Other Accommodations**

- 51.1 A resident must not rent or license the use of less than all of a Strata lot.
- 51.2 A Strata lot or part of a Strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share

or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a Strata lot.

51.3 For the purposes of this bylaw 51, short term is defined as a period of less than six (6) months.

## **52. Privacy Policy**

The Strata Council may operate the video surveillance system on the common property and shall establish a policy in compliance with the Personal Information Protection Act (PIPA) for the operation of the system and the use and storage of information collected by it. The passing of this Bylaw authorizes the collection, use, or disclosure without consent, pursuant to sections 12(1)(h), 15(1)(h), and 18(1)(o) of PIPA. Any collection, use, or disclosure pursuant to these noted sections of PIPA must also be for “purposes that a reasonable person would consider appropriate in the circumstances”, as required by section 11 of PIPA.

### **PERSONAL INFORMATION PROTECTION POLICY (Referenced in the Bylaw Above)**

This Personal Information Protection Policy is prepared in accordance with the Personal Information Protection Act and is a statement of the policies respecting the collection, use, disclosure and protection of your personal information by the Strata Corporation. It outlines the principles and practices that we will follow and is applicable to the Strata Corporation, its Strata Council Members, the Strata management company and any other committees operating under the sanction of the Strata Council. It applies to Owners, Tenants, occupants and visitors of Strata Plan LMS0921, Guildford Park Place.

#### Personal Information

Throughout this policy “personal information” means any information about an identifiable individual other than that individual’s business contact information.

#### Reasons for Collection, Use and Disclosure of Personal Information

In general, we will collect personal information from you and use or disclose it in order to fulfil the Strata Corporation’s obligations and duties under the Strata Property Act and its Bylaws as well as to properly administer the Strata Corporation. Such obligations and duties will include, but are not limited to:

- (a) Communicating with Owners, tenants and occupants regarding matters affecting them and matters involving the operation of the Strata Corporation;
- (b) Administering parking and other areas of the common property;
- (c) Administering the use of recreational facilities, common rooms and clubhouses (if applicable); Collecting unpaid strata fees and special levies;
- (d) Considering requests made by Owners, tenants and occupants;
- (e) Repairing and maintaining the common property and other things the Strata Corporation is responsible to repair and maintain;

- (f) Recording attendance at and participation in meetings as well as recording the business conducted at those meetings.

### Consent

Much of the information collected by the Strata Corporation is required to be provided by law (including the Bylaws of the Strata Corporation) and as such consent is not required.

If consent is required for the collection, use or disclosure of personal information we will attempt where practical to obtain express consent. However, receipt of a copy of this policy and the failure to notify the Privacy Officer of any objection to the policy within a reasonable time shall be deemed to be consent.

The Personal Information Protection Act deems that an individual has consented to the collection, use or disclosure of personal information about that individual if, at the time the consent is deemed to be given, the purpose would be considered obvious to a reasonable person. In such circumstances, we will collect, use or disclose personal information without obtaining your written or verbal consent to do so.

By consenting to our collecting of your personal information you consent to our disclosing of such information to our Strata Manager (as it may be from time to time) and to their use of the same in their capacity as our agent for the purposes set out above.

There are situations where consent to use and disclose personal information is not required. Examples of those are:

- When the collection, use or disclosure of personal information is permitted or required by law;
- In an emergency that threatens an individual's life, health, or personal security;
- When we require legal advice from a lawyer;
- For the purposes of collecting a debt;
- To investigate an anticipated breach of an agreement or a contravention of law.

Subject to certain exceptions (namely where withdrawal would frustrate the performance of a legal obligation) individuals may, at any time, request to withdraw their consent by writing to the Strata Corporation's Privacy Officer. However, doing so may restrict the ability of the Strata Corporation to assist you with strata related issues.

### Video Surveillance

The Strata Corporation will place certain areas of the common property under video surveillance, 24 hours per day, 7 days per week. The areas under surveillance are identified in Schedule "A" hereto.

The purpose of doing so is to ensure the safety and security of the residents and visitors of the Strata Corporation and to prevent damage to the common property.

Signs alerting individuals as to the existence of video surveillance in a particular area will be posted, affording those persons not wanting to be recorded the opportunity to avoid those areas. Signs will also be posted at the entrances to the building(s).

1. The operation of a video surveillance system will be subject to the following restrictions: Access to the system, and in particular the images captured by it, will be restricted by the use of a password;
2. The Strata Council, from time to time, shall designate two Council Members who shall be the only persons who shall have access to the system for the purposes of monitoring the same;
3. The images recorded will be reviewed only if there is a need to investigate a particular incident and then only the relevant portion(s) thereof will be viewed;
4. The information recorded will be retained for a period of four (4) weeks after which it will be deleted unless a bona fide reason for retaining it exists.

#### Key Fob Systems

The Strata Corporation uses an electronic key fob system to control access to the building. That system records who enters the build and when. Such information will be stored for a period of \_\_\_ months/weeks after which the system deletes it. Access to the information will be limited to the Strata Council and the Strata Manager and will be used only if there is a need, as part of an investigation (as defined under Personal Information Protection Act), to determine when someone entered the building.

#### Handling and Retention of Personal Information

In dealing with personal information the Strata Corporation will comply with the provisions of the Personal Information Privacy Act and the regulations thereto. From time to time specific instructions may be given to Council Members and our Strata Manager (if any) with regard to the handling of personal information. Such instructions are supplemental to this general policy.

The Strata Corporation will take all reasonable steps as required by law to secure the personal information collected and retained by it.

Personal information (excluding video surveillance) will be retained only as long as is required by law (most notably the requirements of the Strata Property Act) and will be kept for a minimum of 1 year.

#### Access and Correction to Personal Information

Any person may request to access their personal information in the Strata Corporation's possession by writing to our Privacy Officer and identifying what personal information is being sought. We will attempt to respond to any such request within 30 days. However, there may be times when such information cannot be provided to you such as when solicitor-client privilege applies.

You may also request that we correct any personal information about you that we have in our records. If the information we have is not correct, we will correct it. If it is deemed to be correct, we will note the individual's request for a correction in the records.

Complaints & Questions

An individual may make a complaint about the privacy practices of the Strata Corporation or make inquiries regarding the privacy practices by writing to our privacy officer. Our Privacy Officer will investigate all such complaints and will attempt to respond to all such complaints within 30 days.

Privacy Officer

The Strata Corporation has appointed a Privacy Officer to ensure compliance with this Personal Information Protection Policy, government legislation and our professional obligations. Our Privacy Officer is \_\_\_\_\_ and may be contacted by writing to him/her at \_\_\_\_\_ or phoning him/her at (\_\_\_\_)\_\_\_\_\_ or by e-mailing him/her at \_\_\_\_\_.

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**SCHEDULE "A"**

**AREAS UNDER SURVEILLANCE**

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- *End of Privacy Policy* -