

1. CONTACT: (Name, address, phone number)

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

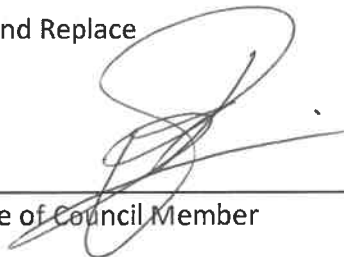
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Strata Property Act  
**FORM I**  
**AMENDMENT TO BY-LAWS**  
(Section 128)

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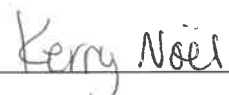
The Owners, Strata Plan BCS 2906 certify that the following or attached amendments to the by-laws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or Special General Meeting on November 29, 2018

Repeal and Replace

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Name

**OMA 2 – BCS 2906**  
**4250 Dawson Street**  
**Burnaby BC**

**BYLAWS**

**Approved:**    **Approved, October 29, 2009. Registration #BB330492**  
Appendix "A"  
**Approved, November 28, 2012. Registration #CA2898416**  
Amendment to 35(3)  
**Approved, November 26, 2016. Registration #CA5780680**  
Added 38(1), 39  
**Approved, November 28, 2017. Registration #**  
Added 5.5(a)(b)(i)(A)(ii)(B)

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## **SCHEDULE OF STANDARD BYLAWS**

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

#### **1A Separate Sections**

- (1) The owners of all commercial strata Lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all 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 the Strata Plan; and,
- (3) It is intended that each separate section shall have jurisdiction over all matters that relate solely to that section.

#### **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) An Owner must provide the strata corporation or its agent with twelve (12) consecutive monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the Owner's bank account.
- (3) Where an Owner fails to pay strata fees in accordance with bylaws 1(a), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each contravention of 1(a).
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) Failure to pay a special levy on the due date will result in a fine of \$50 for each contravention of 1(d).
- (6) Where an Owner fails to pay a special levy in accordance with bylaw 1(d), outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

#### **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 either the strata corporation or a separate section 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 either the strata corporation or a separate section 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 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 under section 149 of the Act.
  - (a) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
  - (b) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness, or by that 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 3(2) and 3(2)(a), any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog or one cat.
  - (e) The owners or pets shall be fully responsible for their behaviour within the common property including being responsible for pet excrement. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days.
  - (f) Visiting pets are not permitted.
  - (g) No pets are allowed on the third-floor exterior terrace/green spaces, in the exercise room or in the buildings lounge.
- (5) If an owner keeps a permitted animal:
  - (a) No such animal shall be permitted on the common property unless it is restrained;
  - (b) no such animal shall be permitted to run loose nor shall it be tied up outside any strata lots;

- (c) A person having the control of an animal shall immediately collect feces, urine or another mess left by the animal on the common property and repair any damage caused by the animal,
- (6) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or common property.
- (7) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:
  - (a) verbal abuse or threats of any kind,
  - (b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or
  - (c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

#### **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.
- (3) On request by separate section of the strata corporation, a tenant must inform the separate section of his or her name.

#### **5 Obtain approval before altering strata lot**

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) 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.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.



- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) Despite the provision of Bylaw 5, an owner of a commercial strata lot may affix external signage or awnings to the common property fronting its strata lot, all in accordance with Bylaw 31 (a), without conditions.
- (5) Strata Lot owners are permitted to install new flooring in their strata lots subject to:
  - (a) 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 as a requirement of approval.
  - (b) Council requires proof of purchase of the correct underlay specified below.
    - (i) Installation of Carpet
      - (A) An underlayment must be installed under the carpet and must retain the same sound absorption properties as the existing carpet and underlay with a (Sound Transfer Classification (STC) of 72 or better, as well as an Impact Insulation Classification (IIC) rating of 73 or better.
    - (ii) Installation of Hard Floor (Including Laminate, Hardwood or Cork Floor)
      - (B) An underlayment must be installed under the laminate, hardwood or cork floors and must retain the same sound absorption properties as the existing carpet and underlay with a (Sound Transfer Classification (STC) of 72 or better as well as an Impact Insulation Classification (IIC) rating of 73 or better.

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

- (1) An owner must obtain the written approval of the strata corporation before making an alternation to common property, including limited common property, or common assets.
- (2) require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Despite the provision of Bylaw 6, an owner of a commercial strata lot may affix external signage or awnings to the common property fronting its strata lot, all in accordance with Bylaw 31 (a) without conditions.

## **7 Permit entry to strata lot**

- (1) An owner, tenant, occupant 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**

### **8 Repair and maintenance of property by strata corporation**

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

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair and maintenance ordinarily occurs:
    - (i) the structure of 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;
    - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (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, and
  - (e) fences, railings and similar structures that enclose patios, balconies and yards.

#### **8.1 Each separate section of the strata corporation must repair and maintain all of the following:**

- (1) common assets of the separate sections;
- (2) common property of the separate section that has not been designated as limited common property;
- (3) limited common property of the separate section but the duty to repair and maintain it is restricted to;
  - (a) repair and maintenance within the separate sections that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily:
    - (i) the structure of a building within the separate section;
    - (ii) the exterior of a building within the section;
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building within the separate section;

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

- (4) a strata lot the separate section, but the duty to repair and maintain it is restricted to:
  - (a) the structure of a building in which the strata lots in that building are comprised solely of strata lots of the separate section;
  - (b) the exterior of a building in which the strata lots in that building are comprised solely of strata lots of the separate section;
  - (c) chimneys, stairs, balconies and other things attached to the exterior of a building in which the strata lots in that building are comprised solely of strata lots of the separate section;
  - (d) doors, windows and skylights on the exterior of a building or that front on the common property in which the strata lots in that building are comprised solely of strata lots of the separate section, and
  - (e) fences, railings and similar structures that enclose patios, balconies and yards within the separate section.

8.2 Any resolution passed by the strata corporation or the executive council of a separate section shall clearly state the particular lots or property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lot within, and limited common property appurtenant to, that separate section.

8.3 No change to the exterior colour of the building may be made without  $\frac{3}{4}$  vote of the owners of each section.

8.4 Any proposed maintenance or replacement work expense with an aggregate cost of \$15,000 or greater that is not contemplated in a budget approved in accordance with these bylaws and the Strata Property Act may not be carried out without the approval of a  $\frac{3}{4}$  vote of the owners of each section, and where such expense will be incurred only by one section, a  $\frac{3}{4}$  vote of the section incurring such expense is required.

### **Division 3 – Council**

#### **9A Executive – Separate Sections**

- (1) Each separate section of the strata corporation shall have the power and the duty to elect and administer an executive from among the owners of that separate section in the same way as the council is elected and administered for the separate corporation pursuant to these Bylaws, and without limiting the foregoing, the provisions of Bylaws 9 through 22 inclusive and Bylaws 25 through 28 inclusive apply to the executive of each separate section of the strata corporation and the members of the executive of each separate section.
- (2) The Owner Developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the section owners within the separate section.

#### **9 Council size**

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members,

- (2) If the plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.
- (3) An Owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act.

#### **10 Council member's terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for 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 period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **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 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) 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 council meeting,
- (2) If a hearing is requested under subsection (1), the council must hold 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 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 meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.

- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **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) Unless there are only 2 strata lots in the strata plan, 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 votes at a council meeting must be recorded in the council meeting minutes.

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

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

## **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 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 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 person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.
- (5) The council shall form a maintenance committee that shall be comprised of 4 members; two from each section who need not be members of the council or the executive of each section. The committee shall oversee and inform the council of maintenance requirements for the common property of the strata corporation and shall make recommendations to effectively meet such requirements. The council shall consider such recommendations in all maintenance discussions.

## **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 of 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 judgment against the strata corporation.

**23 Maximum fine**

- (1) A separate section of the Strata Corporation or the Strata Corporation may fine an Owner:
  - (a) Up to \$200.00 for each contravention of a Bylaw by the Owner, the Tenant, the employees, agents, invitees or tenants of either the Owner or Tenant, and
  - (b) \$50 for each contravention of a rule by the Owner, the Tenant, the employees, agent, invitees or tenants of either the Owner or Tenant;
- (2) Fines levied in accordance with these bylaws shall be added to the owner's account and are due and payable on the first day of the month following assessment.

**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, fine may be imposed every 7 days.

- (1) An infraction or violation of any rules and regulations established by a strata corporation or separate section pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the strata corporation or separate section as the case may be, and any costs or expenses expended or incurred by the strata corporation or separate section as the case may be in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become part of the assessment of that owner for the next month following the date on which the costs or expenses are extended incurred, but not necessarily paid, by the strata corporation or the separate section, as the case may be, and shall become due and payable on the date of payment of the monthly assessment.

**Division 5 – Annual Special General Meetings**

**25 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 chair 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.
- (4) If within fifteen (15) minutes from the time appointed for a General Meeting a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

## **26 Participation by other than eligible voters**

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

## **27 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 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 meeting.
- (5) If there is a tie vote at annual or special general meeting, the president, or if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or section executive or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## **28 Order of business**

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual special general meeting;



- (7) deal with unfinished business;
- (8) receive reports of council's or section executive's, as the case may be, activities and decisions since the previous general meeting, including reports of committees, if the meeting an annual general meeting;
- (9) ratify any new rules made by the council or separate section, as the case may be, under section 125 of the Act;
- (10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (13) elect a council section executive, as the case may be, if the meeting is an annual general meeting;
- (14) terminate the meaning.

### **Division 6 – Voluntary Dispute Resolution**

#### **29 Voluntary dispute resolution**

- (1) A dispute among owners, tenants, the corporation a separate section of the strata corporation or any combination of them may be referred to a dispute resolution committee by a part to the dispute if
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) If the strata corporation is a party to the dispute, then a dispute resolution committee consists of
  - (a) one owner or tenant of the strata corporation nominated by of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) If one separate section is a party to the dispute, then a dispute resolution committee consists of
  - (a) one owner or tenant of the relevant separate section nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing patties, or
  - (b) any number of persons to, or chosen by a method that is consented to by all the disputing parties,
- (4) If both separate sections are party to the dispute, then a dispute resolution committee consists of
  - (a) one owner or tenant from each of the separate sections nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.

## **Division 7 – Marketing Activities by Owner Developer**

### **30 Display Lot**

- (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.
- (2) An Owner developer may use a strata lot, that the owner developer rents, as a display lot for the sale of other strata lots in the strata plan.

## **Division 8 – Miscellaneous**

### **31 Restrictions**

- (1) No sign may be erected on the exterior of any residential strata lot. Any sign visible from the exterior of the commercial strata lots shall conform aesthetically with the overall exterior décor of the buildings. The owners of commercial strata lots may affix signs and awnings to the common property immediately adjacent to or surrounding the commercial strata lot so long as:
  - (a) they are in compliance with all applicable laws and bylaws of the City of Burnaby;
  - (b) they are at all times maintained in a good state of repair; and
  - (c) they conform aesthetically with the overall décor of the building.
- (2) No sign advertising a strata lot for sale or lease shall be displayed in a strata lot or the common property of the strata corporation, other than in the places designated or approved in writing by the strata corporation from time to time except:
  - (a) by the Owner Developer for the purpose of advertising for sale or lease all the residential and commercial strata lots in the development who may place signs at such locations including common property as the Owner Developer may determine from time to time; and
  - (b) by the owner of the commercial strata lots for the purpose of advertising for lease all of the strata lots as at such locations including common property as the Owner Developer or the executive council of the commercial section may approve from time to time.
- (3) Window coverings used in the commercial strata lots must be white or off-white.
- (4) No fence, structure or fixture may be constructed other than temporary signage and displays for the commercial strata lots, nor any hedge or garden planted, nor any recreational or athletic equipment or disposal equipment stored on the common property or any portion of a strata lot exposed to public view, without the prior specific written approval of the strata corporation. No motor home, camper, trailer or boat shall be stored upon a strata lot or on the common property.
- (5) No owner shall permit any member of his household or guest to trespass on any property to which another owner is entitled to exclusive occupation use.
- (6) Window coverings for residential strata lots visible from the exterior of the strata lot must be white or off-white in colour.

- (7) No owner shall bring, place upon, leaves or install any equipment on the common property. The strata council shall be at liberty, upon seven days' written notice to the owner, to remove any of the foregoing materials from the common property, and to add the cost of so doing to the assessment next payable by the owner.
- (8) No residential strata lot shall be used for commercial purposes and no strata lot shall be used for any purpose, which is illegal or to any law, or is injurious to the strata corporation or its owners. Owners shall be liable for any costs incurred by the strata corporation or associated with any illegal use of the strata lot by themselves or their tenants.
- (9) No strata lot shall be used or occupied for any business which emits offensive odours, fumes, dust or vapour, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, creates fire, explosive or other hazard.
- (10) No occupant of a strata lot shall keep or accumulate any debris, scrap metal, unlicensed vehicle, car parts, refuse waste material upon or in a strata lot, or on the common property. No occupant of a strata lot shall deposit or store any materials, nor perform any services, on the common property. The strata council shall be at liberty, upon three days' written notice to the owner, to remove any of the foregoing materials from a strata lot or the property, and to add the cost of so doing to the assessment next payable by the owner.
- (11) Where the occupant of any strata lot allows any hazardous or noxious substance to escape from the strata lot to the common property, the owner of that strata lot shall pay to the corporation the entire cost of removing that substance from the common property.
- (12) The strata corporation shall neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner, tenant or occupant of a commercial strata lot from fully utilizing the commercial strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the commercial strata lot is not in breach of these bylaws.

## **32 Parking**

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of OMA 2 Parking Ltd.'s rights under a parking stall and storage lease registered in the Land Titles Office against title to the common property of the Strata Corporation.
- (2) Parking stalls cannot be utilized by any person who is not a resident within the Strata Corporation.
- (3) No major repairs or adjustments shall be made to vehicles on the common property.
- (4) No vehicle shall be left in state of disrepair on the common property.
- (5) Owners will be responsible for the cleanup of oil spills common property.
- (6) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner that will reduce the width of an access roadway.

- (7) No occupant or a strata lot shall use, nor permit any agent, employee, customer, supplier or other person having business with the occupant, to use any parking stall designated for the exclusive use of any other strata lot.
- (8) Storage or unlicensed vehicles on the common property is not permitted except by permission of Strata Council and then the Owner must carry a minimum of \$1,000,000 liability insurance coverage. Proof of insurance documentation must be presented on demand.
- (9) No resident shall park in visitor parking.
- (10) Visitor parking shall be limited to Seventy Two (72) hours. It exceeding 72 hours, an owner might apply for written permission to the Concierge or Building Manager.
- (11) Any posted parking restrictions within common property must be adhered to.
- (12) No other items shall be stored in parking stalls.
- (13) Each vehicle entering and exiting the gated parking area must wait the gate to fully close before proceeding.

### **33 Common Areas**

- (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

### **34 Security**

- (1) Strata Lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, invitees.
- (2) The Strata Council shall form Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident based voluntary crime prevention programs such as Block Watch.
- (3) A limit of 4 fobs (proximity or wireless) per strata lot will be issued unless approved by Strata Council. Any owner needing more than 4 devices must submit a written request to council stating their reasons for needing the additional devices.
- (4) An owner, tenant or occupant must not provide any building keys, key fobs, or wireless remotes used to access the common property to any non-resident unless otherwise approved by the strata council.
- (5) Strata lot owners and residents must not provide any non-resident access to the building by use of the front door entercom unless the owner or tenant is present on the property to greet them, including access to any courier or delivery person. Deliveries must not be left on any common

property area, including hallways. An owner or resident who violates this bylaw may have their interphone access deactivated, at the sole discretion of the strata council, acting reasonably.

### **35 Moving and Resale**

- (1) It will be the express responsibility of the Owner to ensure that all moves in or out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
- (2) Except in the case of advertising and marketing of Strata Lots by the Developer, any advertising for the resale or rental of Strata Lot shall only be permitted within the boundaries of the Strata Corporation on the Directory Board, which shall be located, supplied and maintained by the Strata Council.
- (3) A non-refundable charge will be assessed against every strata lot whenever a move-in or move-out of the main tower takes place. This charge shall be \$200 for a move in. There will be no charge for any move outs. Such assessment shall become due and payable at the time the elevator is booked for the move.
- (4) A resident must pay a refundable damage deposit of two hundred and fifty dollars (\$250) prior to any move, whether in or out, and an elevator is used. Subject to section 135 of the Act, any expenses incurred by the strata corporation to clean or repair damage to common area attributable to the resident, and any fines levied, will be deducted from the deposit.
- (5) The strata owners are responsible for booking an elevator, or ensuring an elevator is booked, for the move. The moving in and out of the building shall be scheduled with the Concierge, Caretaker or Building Manager with at least seven (7) days in advance. The strata owners shall be assessed a fine of two hundred and fifty (\$250) for failing to book an elevator, or failing to ensure an elevator is booked, for the move.

The Concierge, caretaker or building Manager will allocate elevator use for moving, ensure it is padded, and arrange for building security as required.

- (6) An elevator may only be reserved between the hours of 9:00 a.m. and 5:00 p.m. for a maximum of three (3) hours for each move.
- (7) In order to ensure that the security of the building is not breached by unauthorized persons accessing the property, no doors may be propped open or unattended at any time during the move. Care must be taken to prevent the front doors from being opened beyond 90 degrees.

### **36 Smoking, Substance Burning and No Vaporization, Growing or Possession**

- (1) No smoking, substance burning or vaporization is allowed (except with the written permission of the Strata Council);
  - (a) on or in any interior and exterior common property and limited common property, including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms, stairwells, storage locker areas, bike storage areas, patios and balconies;

- (b) within 8 metres (26 feet) of any exterior door, window or air intake;
- (2) Smoking, substance burning and vaporization, for the purposes of this bylaw, means releasing into the air any gases, smoke, substances, particles, odour or vapours as a result of combustion, or vaporization which is for human inhalation of the by-products.  
The term "Smoking" includes, but is not limited to, tobacco smoking, smoking or using electronic cigarettes, marijuana/cannabis smoking, burning of incense, oils, resins and crack cocaine smoking or smoking of any other illicit substance.
- (3) All persons, including but not limited to residents must comply with this bylaw. Residents must ensure that this bylaw is not violated by their visitors or anyone else they let into the building complex.
- (4) Any residential tenancy agreement concerning a residential strata lot may contain a provision whereby the tenant acknowledges the provisions of the specific bylaw.
- (5) A residents must not use or permit any part of a strata lot, common property, limited common property, or land that is common asset to be used as a site for growing, manufacturing, storing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories and/or any controlled substances, whether licensed or otherwise.
- (6) If any resident or visitor of a resident violates or breaches the provision of this bylaw 36, then any resultant increase in the insurance premium of the Strata Corporation incurred as a result of such violation or breach shall be born solely by the owner of that strata lot which violated or breached this bylaw 36 regardless of whether the owner had any knowledge or involvement in such a violation or breach.

### **37 Rental of Strata Lots**

- (1) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (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 as outlined in Section 146 of the Strata Property Act.
- (3) Any owner of a strata lot who leases their strata lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the strata lot and the Form K is not submitted.
- (4) The minimum length of time any strata lot may be rented is 12 months unless otherwise approved by the strata corporation. Such approval shall not be unreasonable withheld by the strata corporation.
- (5) A tenant shall not be allowed to sublet strata lot.
- (6) None of the strata lots shall be used as an apartment house, boarding house, rooming houses, "bed and breakfast" accommodation, hotel, beer parlor, resort, store, restaurant or shop.

- (7) The Strata Corporation may fine an owner up to \$1,000 for the contravention of Bylaw 37(6). The strata corporation may fine an Owner on a daily basis for breach of Bylaw 37(6), if an activity or lack of activity that constitutes a contravention of the bylaw continues.

### **38 One Madison Avenue Amenity Building**

- (1) The hours of operation of the strata corporation's amenity building (the "One Madison Avenue - Amenity Building") including the gym, pool, hot tub, lounge, sauna and steam room, are from 5:00 a.m. to 11:00 p.m. No person may enter the One Madison - Avenue Amenity Building or use the facilities outside of the hours of operation. Any person using the pool or hot tub must shower immediately prior to entering the pool area using the showers located in the Amenity Building washrooms.

### **39 Security & Use of Surveillance System**

OMA2 adheres to the BC Personal Information Protection Act (PIPA). PIPA sets out how BC organizations; including Strata Corporations may collect, use and disclose personal information about individuals. Under PIPA:

- (1) The Strata Corporation may collect, from time to time, certain personal information of owners, tenants and occupants, including:
- (a) The name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants;
  - (b) Video images obtained during the use and operation of the security system (CCTV) installed or to be installed in the building by the Strata Corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
    - (i) Exterior entrance/exit locations for pedestrian and vehicular traffic;
    - (ii) Interior entrance/exit locations in common areas;
    - (iii) Common activity areas;
    - (iv) Elevators; and,
    - (v) As needed in other interior/exterior common property areas to address security, physical safety, illegal actions or bylaw infractions.
  - (c) Information and data recorded and collected during the use and operation of the access control system (eg. Key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week.
- (2) Personal information recorded and collected will not be disclosed to any person, other than: the Building Manager(s), the Strata Corporation's Strata Agent, elected members of the Strata Council during the course of exercising the powers and performing the duties of the Strata Corporation, the Strata Corporation's legal counsel, authorized representatives of the security system repair and maintenance contractor only as required to repair and/or maintain the security system, or law enforcement personnel, except:
- (a) When required or authorized by law to do so;
  - (b) When disclosure is consented to in writing by an owner, tenant, or occupant;
  - (c) During the course of a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal

- belongings of owners, tenants, occupants, visitors, employees and invitees, or the physical assault of an owner, tenant, occupant, visitor, employee or invitee; and,
- (d) To Residents of OMA2 by way of the Security Channel available to Shaw subscribers and only as it pertains to enterphone and building entrance access.
- (3) The Strata Corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (4) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
- (a) To monitor access to and from the common property areas of the building;
  - (b) To protect personal property of owners, tenants, occupants, visitors, employees and invitees;
  - (c) To protect common property and common assets of the strata corporation; and,
  - (d) To protect the security and physical safety of owners, tenants, occupants, visitors, employees and invitees to the building.
- (5) Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to three (3) months on the strata corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.
- (6) Requests for access to view a specific individual's personal information, including access to view those portions of a video surveillance or access control system that contains personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's agent. Access to the specific individual's personal information will be made available in the presence of the Strata Council's elected Privacy Officer, another Strata Council representative and/or the Strata Corporation's agent, within fourteen (14) days of the request. Personal information recorded and collected using the video surveillance system and the access control system, will, provided that the personal information has not previously been recorded over, be made available for inspection within fourteen (14) days of the request. A reasonable fee and/or any costs associated with retrieval of the information requested will be charged for the copies of personal information requested.
- (7) All Owners and residents are requested to take an active part in preventing unauthorized access to the complex, particularly at parking and pedestrian entrances. The elevators are controlled by fob transmitter access in order to provide a high level of security to both suite level corridors and parking. Residents are therefore requested not to allow access to any suspicious or unidentified person(s).
- (8) Residents must ensure that the garage gate has returned to a fully closed position before leaving the entrance area at both overhead garage gates.
- (9) All lost or stolen keys or fobs must be reported immediately to the Building Manager or the strata corporation's agent. The cost of replacements will be borne by the strata lot owner.



## **40      Pest Control**

- (1)    An owner, tenant or occupant of a strata lot who suspects that bed bugs or other pests are present within their strata lot must immediately notify the strata corporation.
- (2)    If the strata corporation must conduct any pest control on the common property or common assets as a result of a pest problem originating within an owner's strata lot, any costs associated with that pest control incurred by the strata corporation, including pest inspection and treatment, will be charged back to the owner of a strata lot.