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**BYLAWS**  
**STRATA CORPORATION LMS 3195**  
***"Santa Barbara"***

**PREAMBLE**

The term owner, where used herein, shall be deemed to also apply to an owner's tenant, lessee, guest, visitor, servant, or occupant of whatever nature in all matters contained in these Bylaws relating to, but not necessarily restricted to, the use, protection, maintenance and enjoyment by other of the building and/or its facilities. This in no way negates or limits the owner's full responsibility for such invitees while in the building or on the grounds.

**BYLAW 1 - FINES, PENALTIES & ASSESSMENTS**

- 1.1 An Owner found in violation of any Bylaw or Rule and Regulation of the Strata Corporation is subject to a fine established by the Strata Corporation. Where fines/penalties are not specified, Owners will be given a written warning for the first offense, a maximum fine/penalty of \$50 for repeated rule and regulation offenses and \$200 for repeated bylaw offenses. A time frame for remedy will be set out in the written warning at the discretion of council. If the situation has not been remedied in the time frame set out, this becomes a second offence and is punishable as such.
- 1.2 An infraction or violation of these Bylaws or any Rules and Regulations by an Owner, his employees, agents, guests, or tenants may be corrected, remedied or cured by the Strata Corporation. Any expense so incurred by the Strata Corporation will be charged to the Owner and shall be added monthly to the assessment of the Owner.
- 1.3 All fines/penalties levied shall become due and payable on the first day of the month following and shall be added to, and form a part of, that month's assessment on the Owners' strata lot, and shall be collectable as such in accordance with Section 99 of the Strata Property Act.
- 1.4 Fines/penalties for violation of the Bylaws, Rules and Regulations will be given when the violation can be verified in writing by the Managing Agent, two other Residents, or any Council member. Owners receiving fines/penalties may appeal them at the next scheduled Council meeting.
- 1.5 Overdue accounts and late payment fees will be \$50 per month.
- 1.6 Strata lot Owners' cheques returned by the bank and/or marked, as non-sufficient funds (NSF) will be charged a \$25 administration fee.
- 1.7 The Strata Corporation may take whatever action necessary to ensure collection of all arrears, including the use of collection agencies, commencing court action, and/or any other means provided under the Strata Property Act. The cost(s) of such action shall be borne by the strata lot Owner and shall be added to the strata lot Owners' assessments. A warning letter shall be issued prior to action commencing.
- 1.8 A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129-138 and 170-173 of the Strata Property Act.

**BYLAW 2 - MOVE-IN/MOVE OUT**

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- 2.1 A non-refundable fee of **\$100.00** will be levied on all move-ins to defray the wear and tear costs of the moves on Strata Corporation property.

A seven (7) day written notice and pre-payment of the prescribed fee must be given to the Managing Agent for any move-in/move-out.

- 2.2 Owner, tenant or occupant must arrange for a person to be present at the front gate / doors at all times while open or being used during a move-in/move-out.
- 2.3 Move-in/move-out times are restricted to the hours of **8 a.m.** through **8 p.m.**
- 2.4 Damage to common property will be charged to offending owner, tenant or occupant.

### **BYLAW 3 - KEYS**

- 3.1 The duplication and/or distribution of keys to the common property for the use of a non-owner or non-resident are not permitted without approval of the Strata Corporation.

### **BYLAW 4 - USE OF STRATA LOT**

- 4.1 All strata lots shall be used as private dwellings only, and not for the purpose of operating a business or commercial enterprise. Home based offices are permitted providing that there is no customer traffic within the building.

### **BYLAW 5 - DAMAGE TO PROPERTY AND INSURANCE**

- 5.1 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, or to any strata lot by the Owners' act, omission, negligence or carelessness, or by that of any member of the owner's family, or the owner's guests, employees, agents, or tenants, but only to the extent that such expense is not met by the proceeds received by the Strata Corporation as insurance coverage. In such circumstances, and for the purposes of this Bylaw, 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 shall be charged to the responsible Owners.
- 5.2 Subject to Bylaw 5.1, the Strata Corporation shall indemnify and save harmless any Owner from loss or damage suffered by that Owner by reason of the denial of insurance coverage which the Strata Corporation, through its conduct or otherwise, represented to that Owner that the Owners were covered for such loss or damage, by insurance obtained by the Strata Corporation on behalf of the Owner.
- 5.3 If the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and/or ducts, the Strata Corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage(s) to the strata lot occasioned by such works.
- 5.4 In the event of an emergency, which appears to be emanating from a strata lot whose owner/tenant or occupant cannot be contacted, access may be gained by the Strata Corporation (with force if necessary) at the strata lot Owner's expense.
- 5.5 Owners/tenants or occupants must make every effort to reduce fire hazards and no material shall be

remainder of the term.

- b) A Strata Council Member who misses three (3) consecutive meetings of the Strata Council during the member's term of office shall be deemed to have resigned therefrom and the office shall be deemed to have been vacated. The Strata Council may fill any such vacancy for the unexpired term from other owners of the Strata Corporation.
- c) A replacement Council member may be appointed from any person eligible to sit on the Council.
- d) 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.
- e) If all the members of the Council resign or are unwilling or unable to act for a period of three (3) or more months, persons holding at least 25 percent 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.

#### 6.6 **Officers**

- a) 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.
- b) A person may hold more than one office at a time, other than the offices of President and Vice-President.
- c) The Vice-President has the powers and duties of the President
  - i. while the President is absent or is unwilling or unable to act, or
  - ii. for the remainder of the President's term if the President ceases to hold office.
- d) If an officer other than the President is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

#### 6.7 **Calling Council Meetings**

- a) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
- b) Any Council member may call a Council meeting by giving the other Council members at least one weeks' notice of the meeting, specifying the reason for calling the meeting.
- c) The notice does not have to be in writing.
- d) A Council meeting may be held on less than one weeks' notice if
  - i. consent is provided in advance of the meeting, or
  - ii. one or more Council members are unavailable to provide consent after reasonable

#### **6.11 Voting at Council Meetings**

- a) At meetings of the Council all matters shall be determined by simple majority vote.
- b) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- c) If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- d) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

#### **6.12 Council to Inform Owners of Minutes**

- a) The Council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or person authorized by him or her:
  - i. a copy of the Act and of changes in the Bylaws under Section 35 of the Strata Property Act,
  - ii. a copy of 3/4 or unanimous resolutions,
  - iii. a copy of all the legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way,
  - iv. a register of the members of the Council,
  - v. a register of the strata lot Owners, setting out the strata lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the Owner to the lessee,
  - vi. the annual budget for each year; and
  - vii. minutes of all General Meetings and of all Council Meetings.
- b) The minutes of the Strata Council and General Meetings will be made available within thirty (30) days of the date of the meeting.

#### **6.13 Council's Powers and Duties**

- a) Council may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Corporation; and subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members, or to a member or Committee of members of the Strata Corporation, or to its Manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.
- b) The powers and duties of the Strata Corporation shall, subject to any restriction imposed by or direction given at a General Meeting, be exercised and performed by the Council of the Strata Corporation.
- c) Subject to subsections (b) to (e), 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.

- d) The Council may delegate its spending powers or duties, but only by a resolution that
  - i. delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - ii. delegates the general authority to make expenditures in accordance with subsection (c).
- e) A delegation of a general authority to make expenditures must:
  - i. set a maximum amount that may be spent, and
  - ii. indicate the purposes for which, or the conditions under which, the money may be spent.
- f) The Council may not delegate its powers to determine, based on the facts of a particular case:
  - i. whether a person should be fined, and the amount of the fine,

#### **6.14 Spending Restrictions**

- a) 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.
- b) Despite subsection (a), the Council or its designate 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.
- c) The maximum amount of unapproved expenditures is established at \$2,500 or 10 percent of the annual operating budget, whichever is the greater.

#### **6.15 Limitation on Liability of Council Member**

- a) 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.
- b) Subsection (a) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.
- c) The standard of care and conduct for Strata Council members shall be as follows:
  - i. All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
  - ii. Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council of which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.
  - iii. Any contract or transaction between the Strata Corporation and a Strata Council member

must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.

- iv. Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation.
- v. Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500 in the firm.
- vi. The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

#### **6.16 Person to Chair Meeting**

- a) Annual and Special General Meetings must be chaired by the President of the Council or his/her delegate.
- b) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council or his/her delegate.
- c) If neither the President nor the Vice-President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **6.17 Participation by Other than Eligible Voters**

- a) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- b) 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.
- c) 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.

#### **6.18 Voting**

- a) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- b) 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.
- c) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.

- d) 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.
- e) 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, or Chairperson, may break the tie by casting a second, deciding vote.
- f) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

#### **6.19 Order of Business**

- a) The order of business at Annual and Special General Meetings is as follows:
  - i. certify proxies and corporate representatives and issue voting cards;
  - ii. determine that there is a quorum;
  - iii. elect a person to chair the meeting, if necessary;
  - iv. present to the meeting proof of notice of meeting or waiver of notice;
  - v. approve the agenda;
  - vi. approve minutes from the last Annual or Special General Meeting;
  - vii. deal with unfinished business;
  - viii. 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;
  - ix. ratify any new rules made by the Strata Corporation under section 125 of the Act;
  - x. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
  - xi. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
  - xii. deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - xiii. elect a Council, if the meeting is an Annual General Meeting;
  - xiv. terminate the meeting.
- b) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened and the persons present, entitled to vote, shall constitute a quorum.

### **BYLAW 7 - FINANCES/INSURANCE**

#### **7.1 Common Expenses**

- a) The strata lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
  - i. common expenses shall be borne by the Owners in proportion to the unit entitlement of the strata lot to the aggregate unit entitlement of all strata lots.



- ii. where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.

## 7.2 Annual Budget and Maintenance Assessments

- a) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following twelve (12) month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.
- b) Prior to the *first* day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
- c) The Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the assessment for his/her contribution toward the common expenses of that year, unless the owners contributions have not changed from the preceding year, in which case only the proposed budget need be provided to the Owners.
- d) The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly installments, in advance, commencing on the *first* day of the fiscal year.
- e) Monthly strata fee payments are due and payable on the *first* day of each month in advance. Strata fees not received within ten (10) days of the due date shall be subject to a \$50 administration fee in addition to late payment interest, and administration fees not received by the 15<sup>th</sup> day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid strata fees shall be on the second day of the month the strata fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.
- f) Within fourteen (14) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such Owner.
- g) If at any time it appears that the annual assessment of contribution toward the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written explanation setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation.
- h) Subject to Sections 92 and 93 of the Strata Property Act, the Strata Corporation shall allocate not less

than 10 percent of the total annual budget to the contingency reserve fund, until the reserve reaches an amount that the Strata Corporation considers sufficient having regard to the type of buildings and infrastructure of the Strata Plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Strata Corporation thinks fit.

### 7.3 Insurance

- a) The Strata Corporation shall:
  - i. obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
  - ii. on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
  - iii. review annually the adequacy of the insurance;
  - iv. pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
  - v. obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- b) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
  - i. to establish and maintain a plan for setting the deductible portion of insurance claims;
  - ii. to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
  - iii. to enforce and collect all costs as determined in (i) and (ii) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- c) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:
  - i. where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Council, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
  - ii. where an incident occurs exterior to the walls of the condominium unit and caused damage to that Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Council in its sole discretion;
  - iii. where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a

named insured on the policy, and the deductible is the responsibility of the property Owner.

**BYLAW 8 - ANIMALS/PETS**

- 8.1 a) An Owner shall not keep any animals, livestock, fowl or pets on his or her Strata Lot or the common property other than one dog or two cats and two caged birds without the prior written consent of the Strata Council.
- i. Pets are defined as domesticated animals kept for pleasure rather than utility.
  - ii. Registered assistance dogs are permitted.
- b) No Strata Lot Owner or visitor will permit a dog to travel or walk on the common areas unless controlled on a leash of six feet or less.
- c) The Owners of pets shall be fully responsible for the behaviour of the pets within the Strata Lots and common property and if any pet is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance by the Strata Council, it shall be removed from the property within thirty (30) days from the receipt of Notice from the Strata Council indicating that the pet is to be removed. If the Owner fails to comply within seven (7) days of the expiry of the 30 day period, the Owner will be fined monthly, or portion thereof, during which the offending pet continues to occupy the premises.
- d) The Owner of a Strata Lot will be fully responsible for clean-up, damage or repair caused by their pets or any pets that their guests may bring into the property.
- e) No Strata Lot Owner shall feed pigeons, gulls or other birds, rodents or other animals from their Strata Lot or anywhere in the proximity of or within the common property.
- 8.2 Pet(s) shall also be restricted to those permitted under the City of Vancouver bylaws - No dogs classified as a "vicious dog" in the City of Vancouver bylaw shall be permitted on common property or within any strata lot.
- "Vicious dog" means
- a) any dog with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of humans or domestic animals,
  - b) any dog which has, without provocation, bitten, inflicted injury, assaulted or otherwise attacked a human or domestic animal,
  - c) any dog which is owned primarily or in part for the purpose of dog fighting or has been or is being trained for dog fighting, or
  - d) an American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire Bull Terrier, Bull Terrier, each as recognized by the Canadian Kennel Club, a Pit Bull Terrier or Pit Bull, whether recognized by the Canadian Kennel Club, the American Kennel Association or otherwise, and any dog whose breeding includes one or more of the breeds enumerated in this paragraph.

**BYLAW 9 - RENTALS**

- 9.1 Rental or lease terms for all rented strata lots must be for a minimum period of twelve consecutive

months in duration, with a copy of the lease document provided to the Strata Council within 10 days of the commencement of the tenancy.

- 9.2 Owners who lease their strata lot shall provide to the Strata Corporation a **Form K**, Tenant's Undertaking, including emergency contact numbers, in accordance with Sections 146 of the Strata Property Act. If an Owner fails to provide a **Form K** within ten (10) days of commencement of a tenancy, a fine of \$50 per month will be levied against the Owner until such time as the **Form K** is received.
- 9.3 A strata lot Owner who rents his/her strata lot is fully responsible to ensure that tenant(s) receive a copy of the current Strata Corporation Bylaws and Rules and Regulations. All strata lots, which are rented, must comply with all Strata Corporation Bylaws and Rules and Regulations.
- 9.4 Strata lots shall not be sub-leased.

#### **BYLAW 10 - PARKING AND ROADWAYS**

- 10.1 Parking is allowed only in designated stalls assigned by the Strata Corporation to the Owners.
- 10.2 Owners/tenants or occupants shall not lease/rent their parking stall to a non-resident. Rental to another owner/tenant or occupant is permitted provided notification is given to the Strata Corporation prior to said rental taking effect.
- 10.3 An Owner may exchange parking stalls with another Owner, provided that written notice is given to the Strata Corporation prior to said exchange taking place. An Owner may exchange parking stall(s) for another available stall with prior written consent of the Strata Corporation.
- 10.4 No repairs, maintenance, adjustments, or oil changes to cars, trucks, motor cycles, mopeds, and other motor vehicles are permitted in the parkade or other common property.
- 10.5 An Owner/tenant and occupant will not use parking stalls for any purpose other than storage of a motor vehicle. Oversized or heavy duty commercial vehicles, derelict vehicles, recreational vehicles or other mobile property are not permitted. Trailers and boats are permitted to be parked within assigned parking stalls providing that they fit entirely into the stall, and carry a minimum of third party liability insurance coverage. No debris, or other items will be permitted in the parking area or on common property. One storage container is permitted within an owners parking stall, provided that the container is rubbermaid like and consistent with the look of others located within the parkade. This container shall not exceed 30" deep, 53" wide and 77" high in size, shall be kept unlocked at all times, and contain no combustible materials. Storage containers are subject to inspection by the strata corporation at any time, and without prior notice.
- 10.6 Only currently insured motor vehicles will be allowed to park in the parking area. Unlicensed vehicles must display a copy of a current "unlicensed vehicle policy", with a minimum of "basic third party legal liability" coverage in the vehicles, and a copy provided to the Strata Corporation.
- 10.7 The user of each parking stall is responsible for the clean up of oil spills or other fluid(s) in the stall. Continuous oil spills/leakage will result in prohibition from parking on limited or common property until

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the vehicle is repaired. The Strata Corporation reserves the right to clean parking stalls at the Owners expense upon non-compliance of notice to clean, and without further written notice.

- 10.8 Only one vehicle is permitted per assigned parking stall.
- 10.9 Handheld parkade remotes shall not be left in vehicles parked within the parkade.
- 10.10 The storage of canoes/kayaks shall be permitted along the north east parkade wall, directly above the bicycle storage racks, subject to space availability, and prior Strata Council approval.

### **BYLAW 11 - GARBAGE OR REFUSE**

- 11.1 No propane cylinders, combustible or hazardous materials may be placed in the refuse containers. Owners/tenants and occupants must dispose of these or other like materials, off Strata Corporation property.
- 11.2 No garbage/refuse, bagged, or otherwise is to be left in or on interior or exterior common property.
- 11.3 All large items not disposable through the garbage container must be disposed of by the Owner/tenant and occupant. Christmas trees must be bagged when transported through common property, and must be removed by the owner.
- 11.4 Recycling bins are to be used for all recyclables. Recyclable materials are not to be disposed of with household garbage.

### **BYLAW 12 - GROUNDS AND COMMON AREAS**

- 12.1 All Owners/tenants, occupants and visitors are restricted from service corridors, utility and maintenance rooms, including all roof areas not designated for public access.
- 12.2 Use of roller blades, scooters, bikes, skateboards, ball hockey, golf and racquet sports are not permitted on the grounds, parkade or common areas.
- 12.3 Owners/tenants and occupants shall not willfully or unwittingly litter or allow any visitor to litter on the grounds and common areas.
- 12.4 Smoking is not permitted in the interior common areas, hallways, stairwell, elevators and enclosed parking areas. Cigarette butts are considered litter and may not be discarded on common property.
- 12.5 Consumption of alcohol is not permitted in common areas at any time.
- 12.6 Political signs are not permitted to be displayed in suite windows and balconies .
- 12.7 Real Estate signs are not permitted to be displayed anywhere on the common property, limited common property, strata lots (visible from the outside), and the grounds with the exception of an area designated by the Strata Council. .

### **BYLAW 13 - BALCONIES / DECKS – EXTERIOR**

**BYLAW 14 - NOISE / DISTURBANCE**

- 14.1 The City of Vancouver Noise Bylaw shall apply to all Owners/tenants or occupants and visitors.
- 14.2 No noise shall be made in or about any strata lot or common property which, in the opinion of the strata council, is a nuisance or unreasonable interferes with the use and enjoyment of any other strata lot by its Owners, tenants or visitors
- 14.3 Washing machines, dryers, garburators, vacuums, and dishwashers may disturb others in the late hours. Use of these appliances is limited to the hours of 8 a.m. to 10 p.m.
- 14.4 Repairs, renovations and alterations shall be limited to regular working hours of between 9 a.m. to 7 p.m.
- 14.5 No restrictions or hindrances such as boxes, debris, other materials, and/or furniture are permitted to be left on or in sidewalks, entrances, exits, halls, passageways, stairways, vestibules, nor any other area of the common property.

**BYLAW 15 - SUITE DOORS**

- 15.1 The Strata Corporation will not be responsible for replacement cost(s) of the entry doors, glass doors, and/or windows of any strata lot where damage was the result of a burglary. Such replacement is the responsibility of the strata lot Owner.
- 15.2 Door mats must be esthetic to the look of the building and be of a size not to protrude past the sunken area of the doorway in the hallway.

**BYLAW 16 - ALARM SYSTEMS**

- 16.1 Owner/tenant or occupant must comply with the City of Vancouver Bylaw regarding alarm systems and must obtain and maintain a valid permit for their alarm system.

**BYLAW 17 - STORAGE LOCKERS**

- 17.1 Owners/tenants or occupants may use only those lockers assigned to them.
- 17.2 Storage lockers shall not be used to store combustibles, flammable, noxious, offensive materials or any other material that may damage the locker or common property.
- 17.3 Owners/tenants and occupants who store items in the lockers do so at their own risk. The Strata Corporation takes no responsibility for any damage(s) or loss of item(s) stored in said locker rooms.
- 17.4 Access to storage lockers shall be limited to the hours of 7:00 am - 11:00 pm to avoid disturbing ground floor residents.