

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

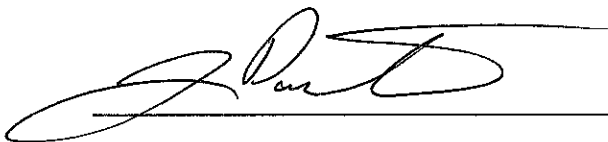
2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

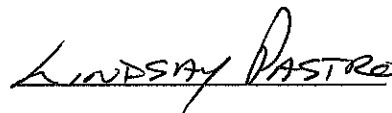
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1993 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on January 23, 2017.

PLEASE SEE ATTACHED

A stylized handwritten signature in black ink, appearing to be 'J. P. ...', written over a horizontal line.

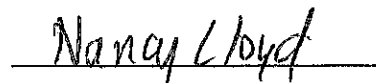
Signature of Council Member

A handwritten signature in black ink that reads 'LINDSAY PASTRO', written over a horizontal line.

Printed Name

A handwritten signature in black ink, appearing to be 'N. Lloyd', written over a horizontal line.

Signature of Council Member

A handwritten signature in black ink that reads 'Nancy Lloyd', written over a horizontal line.

Printed Name

The Corporation would like to set a minimum duration for rentals under bylaw 42 (2) as follows:

BE IT RESOLVED by a $\frac{3}{4}$ Vote Resolution of THE OWNERS, STRATA PLAN BCS 1993 "The Aurora" (the "Strata Corporation") at this Annual General Meeting held on January 23, 2017, that regarding Rentals the following wording be added to the bylaws:

All rentals shall be a minimum of 90 days.

END OF RESOLUTION

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

**Stephen
Frederick Graf
G5TJ3Q**c=CA, cn=Stephen
Frederick Graf G5TJ3Q,
o=Lawyer, ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=G5TJ3Q

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

Century 21-Prudential Estates**7320 Westminster Highway****Richmond****BC V6X 1A1****604-273-1744****File: BCS1993****Document Fees: \$28.63****Deduct LTSA Fees? Yes ☒**

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

Form-I Amendment to Bylaws**LTO Document Reference:**

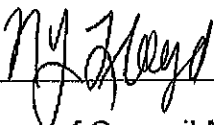
3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]**[LEGAL DESCRIPTION]****NO PID NMBR THE OWNERS STRATA PLAN BCS1993****Related Plan Number: BCS1993**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1993 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on November 30, 2017.

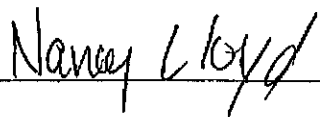
PLEASE SEE ATTACHED



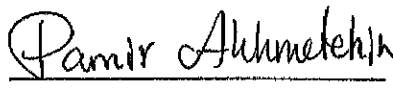
Signature of Council Member



Signature of Council Member



Printed Name



Printed Name

New Bylaw 2 (3)

As a ¾ Vote of the Owners Strata Plan BCS 1993, Aurora, ("the Strata Corporation"), at this Annual General Meeting conducted on 30 November 2017, the Owners hereby approve the addition of the following bylaw:

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

2. Repair and Maintenance of Property by Owner

(3) An Owner, Tenant, Occupant shall not dump any household materials, waste, furnishings, clothing, appliances, or electronics anywhere on the strata property including curbside (at the front of the property). Only household waste and accepted recyclable materials (paper/plastic bottles/metal cans) may be deposited in the designated waste and recycling area bins/totes. Waste and recycling areas of the building are monitored by surveillance camera(s).

End of Resolution

New Bylaw 7 (1)(c)

As a ¾ Vote of the Owners Strata Plan BCS 1993, Aurora, ("the Strata Corporation"), at this Annual General Meeting conducted on 30 November 2017, the Owners hereby approve the addition of the following Bylaw:

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

7. Permit Entry to Strata lot

(1) (c) Owners, tenants and occupants must permit inspectors that are arranged (30 days prior to that service) by the Strata Corporation or its Agent (Property Management Company) to inspect and/or to perform required service maintenance and repairs, including a maintenance schedule that is supplied to Owners prior to 1st of February each and every year.

An Owner that fails to participate in the required service maintenance or repairs is required to complete the missed maintenance or repairs at their sole expense within sixty (60) days after the strata corporation's scheduled service for that identified service.

A certificate of completion (for the identified service) must be submitted to the Strata Corporation to confirm satisfactory completion of the service or repair as issued by a qualified/ticketed trade that specializes in the identified service.

End of Resolution

NEW WESTMINSTER LAND TITLE OFFICE

Feb-19-2016 13:08:38.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA4996211

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Garry Gracey KD2L2C	c=CA, cn=Garry Gracey KD2L2C, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=KD2L2C
------------------------	--

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File:BCS 1993

Form I-Bylaw Amendments

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

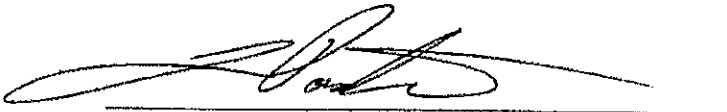
NO PID NMBR THE OWNERS, STRATA PLAN BCS 1993

Related Plan Number: **BCS1993**

Strata Property Act
FORM 1
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1993 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on January 25, 2016.

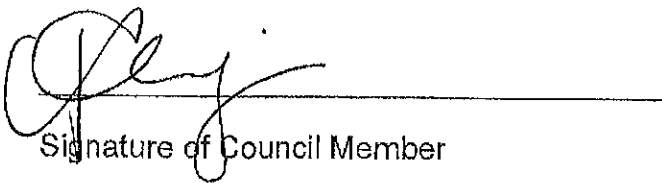
PLEASE SEE ATTACHED



Signature of Council Member

LINDSAY PASTRO

Printed Name



Signature of Council Member

Tracy yiu.

Printed Name

WHEREAS The Owners, Strata Plan BCS 1993 (the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43; by a ¾ vote of The Owners, Strata Plan BCS 1993 pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that the following bylaw be added to the bylaws for the Strata Corporation as bylaw 46 and be filed in the Land Title office:

Bylaw regarding Fobs and Video Cameras

- 46
- (1) For the security of the residents of the Strata Corporation, commonly referred to as the Aurora, a key fob access system and video cameras are used.
 - (2) A key fob access system was installed by the developer and was part of the initial building design and the Strata Corporation continues to use this system and may make changes to it from time to time ("Key Fob System"). Its use is hereby formally approved by the owners. The purpose of the Key Fob System is to provide owners, tenants and occupants of the complex with secure access to their strata lots and to common areas in the building. The system monitors and records where the key fobs are used and the date and time of such use. The reports from the Key Fob System may be used for the purpose of investigating thefts, security incidents, emergency situations and serious infractions of the bylaws and/or rules. In such cases, the personal information of individuals necessary for the investigation may be shared with law enforcement agencies and emergency workers upon the Strata Corporation receiving a proper written request for the information.
 - (3) The key fob access system monitors entry into the building as well as the following areas: Residential Parking Gate, Visitors Parking Gate, P1-P2-P3 Elevator Lobby, Main Lobby, Exercise Room and the Elevators.
 - (4) Video cameras were installed by the developer and were part of the initial design of security for the building and the Strata Corporation continues to use this system and may make changes to it from time to time ("Video Camera System"). The use of the Video Camera System is hereby formally approved by the owners. The purpose of the Video Camera System is to create a safe and secure environment for owners, tenants and occupants. The Video Camera System records information regarding the use of exterior access points to certain buildings as well as information regarding the use of several interior common property areas. The Video Camera System monitors and records the movement of individuals in these areas. The recordings from this system may be used for the purpose of investigating thefts, security incidents, emergency situations and serious infractions of the bylaws and/or rules. In such cases, the personal information of individuals necessary for the investigation may be shared with law enforcement agencies and emergency workers upon the Strata Corporation receiving a proper written request for the information.
 - (5) At the time of filing this bylaw, the areas of the complex that are presently under video surveillance are as follows:
Elevator #1 and #2, 3 entrance phones, lobby and mail room, P1-P2-P3 main floor elevator lobbies, storage locker rooms, P2 ramp, p1 visitor parking and garbage room.
 - (6) The owners agree that the Council may change the locations under surveillance or add locations, as long as they are doing so for the purposes described in this bylaw.
 - (7) The fact that areas are under video surveillance will be disclosed on signage in the areas under surveillance. The signage will also provide information on how to contact the Strata Corporation's privacy officer(s).
 - (8) Further information on the collection, use and disclosure of personal information can be obtained by reviewing the Strata Corporation's Privacy Policy.

STRATA CORPORATION BCS 1993

AURORA

Consolidated Bylaws

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

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 "a resident" means collectively, an owner, a tenant and an occupant.

The following or attached bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "Act"), as permitted by section 120 of the Act.

Compliance with bylaws and rules

All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

C O N T E N T S

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

1. Payment of Strata Fees
2. Repair and Maintenance of Property by Owner
3. Use of Property
4. Inform Strata Corporation
5. Obtain Approval Before Altering A Strata Lot
6. Obtain Approval Before Altering Common Property
7. Permit Entry to a Strata Lot

Division 2 – Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

Division 3 – Council

9. Council Size
10. Council Members' Terms
11. Removing Council Member
12. Replacing Council Member
13. Officers
14. Calling Council Meeting
15. Requisition of Council Hearing
16. Quorum of Council
17. Council Meetings
18. Voting at Council Meetings
19. Council to Inform Owners of Minutes
20. Delegation of Council's Powers and Duties
21. Spending Restrictions
22. Limitation on Liability of Council Member

Division 4 – Enforcement of Bylaws and Rules

23. Maximum Fines
24. Continuing Contravention

Division 5 – Annual and Special General Meetings

25. Person to Chair Meeting
26. Participation by Other than Eligible Voters
27. Voting
28. Order of Business

Division 6 – Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

Division 7 – Marketing Activities by Owner Developer

- 30. Display Lot
- 31. Strata Fees (Section 107 –*Strata Property Act*)
- 32. Disturbance to Others
- 33. Hazards
- 34. Cleanliness
- 35. Exterior Appearance
- 36. Common Areas
- 37. Parking
- 38. Damage to Property
- 39. Security
- 40. Moving and Resale
- 41. Change to Strata Lots
- 42. Leasing Requirements
- 43. Seasonal Decorations
- 44. Strata Corporation may sue as representative of all owners
- 45. Smoking regulation applicable to all common areas

AURORA

Consolidated Bylaws STRATA CORPORATION BCS 1993

Re: Strata Plan BCS 1993, being a Strata Plan of Leasehold Strata Lots 1 to 102 Inclusive of the property legally described as PID 025-571-150, Lot 5, District Lot 102 Group 1 New Westminster District Plan, BCP3161, ("Lands").

Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

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. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually and the strata corporation will charge \$50 for each month in contravention. If an owner fails to pay a special levy at the required time he may be fined \$50 for each month the special levy remains unpaid.

(1) An Owner may provide (12) twelve monthly cheques payable to the strata corporation or be on Pre-authorized payment plan for the payment of strata fees on or before the first day of the month to which the strata fees relate for each fiscal year. If an owner fails to submit to the strata corporation at the required time the strata corporation will charge \$50 for each month in contravention and may charge interest at the rate of 10% per annum compounded annually.

Repair and Maintenance of Property by Owner

- 2 (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
(2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

Use of Property

- 3 (1) An Owner, Tenant, Occupant or Visitor must not use a Strata Lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or

- (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
 - (f) that is in contravention of any Rule, Order or Bylaw of The City of Burnaby applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.
- (2) An Owner, Tenant, Occupant or Visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

An Owner shall not:

- (a) use his Strata Lot for any purpose which may be injurious to the reputation of the building;
 - (b) make or cause to be made any structural alteration to his Strata Lot, or paint, decorate or add to or remove any structure from the exterior of the building or the exterior of the Strata Lot or add to or alter the wiring, plumbing, piping or other services on his Strata Lot, or within any bearing or party wall or the common property without first obtaining the written consent of the Strata Council; and
 - (c) install any lock on any door leading to or in the Strata Lot without the prior written consent of the Strata Council.
- (3) An Owner, Tenant, Occupant or Visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs or two cats; or one dog and one cat.
 - (e) The owners of pets shall be fully responsible for their behaviour within the common property. 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. Visitors shall be informed of the rules concerning pets and Residents will be responsible for clean up or damage repair should their guests bring pets into the common property.
 - (f) No vicious dogs are permitted in any Strata Lot or on any portion of the common property. For purposes of this Bylaw, a vicious dog means the following:
 - (i) any dog that has killed or injured:

- (a) any person; or

- (b) another animal while running at large; or
- (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
- (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or;
- (iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominantly conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

An Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:

- g) Any owner or resident who wishes to keep a dog or cat in their strata lot under the provisions allowed for in these bylaws, shall immediately, provide the strata council with a recent photograph of the dog or cat, a written description of the dog or cat, including: name, sex, breed, age, height, weight and colour.
 - h) Pet food shall not be placed or stored on balconies or patios.
 - i) Owners and residents shall pay for any costs associated with either cleaning up droppings made by their pets or damage caused by their pets to the common property.
 - j) Visitors shall be informed of the bylaws and rules concerning pets. Owners and residents shall be responsible for any clean-up or damages should their guests bring pets into the common property.
 - k) Owners and residents shall register all pet dogs and cats with the strata council.
- (5) An Owner, Tenant or Occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.
- (3) Any Owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$50.00 for every month or part thereof that a Tenant is in occupancy of the Strata Lot and the Form K is not submitted.

- (4) Any Owner of a Strata Lot who leases his lot is obliged to do a criminal check for their prospective tenants. This Criminal check record must be submitted together with the Form K upon occupancy of the tenant. Failure to submit shall be liable to a fine of \$200 for every month or part thereof that a Tenant is in occupancy of the Strata Lot.

Obtain Approval Before Altering a Strata Lot

- 5 (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under Section 149 of the Act;
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.
- (2) The Strata Corporation must not unreasonably withhold its' approval under subsection (1), but may require as a condition of its' approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a Strata Lot in a bare land strata plan.

Obtain Approval Before Altering Common Property

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

Permit Entry to Strata Lot

- 7 (1) An Owner, Tenant, Occupant or Visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
- (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- (b) at a reasonable time, on 48 hours' written notice, 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.
- (3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its' agents shall, in carrying out any work or repairs, do so in a proper and workman-like manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its' former condition, leaving the Strata Lot clean and free from debris.

Division 2 -- Powers and Duties of Strata Corporation

Repair and Maintenance of Property by Strata Corporation

- 8 The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and 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 and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,

- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors and windows on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 -- Council

Council Size

- 9** (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 owners, all the Owners are on the Council.

Council Members' Terms

- 10** (1) The term of office of a Council Member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council Member is ending is eligible for re-election.

Removing Council Member

- 11** (1) 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.

Replacing Council Member

- 12** (1) If a Council Member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council Member for the remainder of the term.
- (2) A replacement Council Member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council Member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers

- 13**
- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice- President, a Secretary and a Treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of President and Vice- President.
 - (3) The Vice- President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
 - (4) If an Officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement Officer from among themselves for the remainder of the term.

Calling Council Meetings

- 14**
- (1) Any Council Member may call a council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A Council meeting may be held on less than one week's notice if;
 - (a) all Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all Council members either;
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform Owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

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

Quorum of Council

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

Council Meetings

- 17** (1) At the option of the Council, council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction Bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

- 18** (1) At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.
- (2) 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 all votes at a Council meeting must be recorded in the Council meeting minutes.

Council to Inform Owners of Minutes

- 19** The Council must inform Owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

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

Spending Restrictions

- 21** (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite Subsection (1), a Council Member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on Liability of Council Member

- 22** (1) A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council Member's liability, as an Owner, for a judgment against the Strata Corporation.

Division 4 -- Enforcement of Bylaws and Rules

Maximum Fine

23 The Strata Corporation may fine an Owner or Tenant a maximum of:

- (a) \$200 for each contravention of a Bylaw, and
- (b) \$50 for each contravention of a Rule.

Continuing Contravention

24 If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 -- Annual and Special General Meetings

Person to Chair Meeting

- 25**
- (1) Annual and Special General Meetings must be chaired by the President of the Council.
 - (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice- President of the Council.
 - (3) If neither the President nor the Vice- President of the Council chairs the meeting, a Chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by Other Than Eligible Voters

- 26**
- (1) Tenants and Occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including Tenants and Occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
 - (3) Persons who are not eligible to vote, including Tenants and Occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
 - (4) If at the appointed time for a general meeting, a quorum (i.e. 1/3 of those owners eligible to vote) is not present, the meeting shall stand adjourned for a period of fifteen (15) minutes, whereupon the adjourned meeting shall be reconvened at the same place, and those eligible owners present in person or by proxy, shall at the reconvened general meeting, constitute a quorum.

Voting

- 27**
- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
 - (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- (3) If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice- President, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 Strata Lots in the Strata Plan, Subsection (5) does not apply.
- (7) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of Business

28 The order of business at Annual and Special General meetings is as follows:

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

Division 6 -- Voluntary Dispute Resolution

Voluntary Dispute Resolution

- 29** (1) A dispute among Owners, Tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of:
- (a) one Owner or Tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or Tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 -- Marketing Activities by Owner Developer

Display Lot

- 30** (1) During the time that the Owner Developer or the Strata Corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the units.
- (2) At the reasonable discretion of the Owner Developer, it may use the common property to conduct the sale or lease of Leasehold Strata Lots in the Strata Plan up to 24 months after the date of first occupancy of any such Strata Lot.
- (3) Signs advertising the sale, lease or open house of a Strata Lot must be displayed on the common post supplied by the Strata Corporation and may not be displayed in the windows or on the balcony of a Strata Lot. Notwithstanding the foregoing, marketing signs of the Owner Developer may be displayed on the common property and/or the limited common property or window of any Strata Lot owned or leased by the Owner Developer at the reasonable discretion of the Owner Developer.

Strata Fees (*s. 107*) Strata Property Act

- 31** When arrears of Strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the Owner's expense for the total monies due, including all legal and other expenses.

Disturbance of Others

- 32
- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the Strata Lot or the common property.
 - (2) No barbeques other than those fueled by propane or natural gas or electricity may be used. No Owner shall operate his barbeque in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Strata Lot. All barbeques must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot Owners or Residents are responsible for heat damage to the building envelope.
 - (3) Cycling on common property other than the driveway is prohibited.
 - (4) Carpentry or similar alterations shall be limited to the hours as allotted by the City of Burnaby.

Hazards

- 33
- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
 - (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or common property.

Cleanliness

- 34
- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented.
 - (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or Resident of the Strata Lot.

Exterior Appearance

- 35
- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.
 - (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
 - (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.

- (4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.
- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

Common Areas

- 36** (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 use of Residents and their invited guests only. A Resident must accompany guests when using these facilities.

Parking

- 37** (1) A Resident shall use only the parking stall(s) obtained by way of partial assignment of Polygon Parking Limited's rights under a Parking & Bicycle Storage Locker Lease registered in the Land Title Office against title to the common property of the Strata Corporation. Parking stalls cannot be utilized by any person who is not a resident within the Strata Corporation.
- (2) No major repairs or adjustments shall be made to motor vehicles on the common property.
- (3) Guest parking shall be permitted only in the spaces provided. Residents and/or their guests shall not use guest parking overnight without written consent of the Strata Council.
- (4) A maximum speed of 15 km/h shall apply within the common property.
- (5) Owners will be responsible for the cleanup of oil spills on common property.
- (6) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway.
- (7) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.
- (8) All vehicles parked or stored in the parkade must be licensed, insured and operable.
- (9) Any vehicle which does not comply with this bylaw may be removed at the owner's expense.
- (10) Only vehicles with current liability insurance in force shall be allowed in the parking areas. Parking of vehicles other than those owned or leased by a resident or their guests is prohibited. Unlicensed vehicles must have liability insurance. The owner of the vehicle must immediately forward a copy of the proof of liability insurance to the property manager.
- (11) Occupants shall park their vehicle(s) only in numbered spaces assigned to the strata lot.

- (12) No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it infringes on access lanes, entrances to the buildings or no parking zones. Vehicles so parked will be towed at the expense of the owner. The Strata Corporation will accept no responsibility to any damage that may occur to a vehicle as a result of that vehicle being towed.
- (13) Motor tune-ups, oil changes mechanical repairs causing messy or hazardous conditions, or other excessive engine running are prohibited.
- (14) Vehicles dripping excessive oil, antifreeze, fluids or gasoline will be prohibited from parking until repaired. Owners of vehicles causing oil staining shall, at the Strata Corporation's notification, clean up all drippings or on failure to do so in seven (7) days notice shall be assessed the cost of clean up and the vehicle will be towed from the parkade at the owner's expense. The Strata Corporation will accept no responsibility to any damage that may occur to a vehicle as a result of that vehicle being towed.
- (15) Assigned parking areas may not be used for storage of anything other than a **motor vehicle**, except with written permission of council.
- (16) No recreational vehicles may be parked or left on the common property without the prior written consent of the council.
- (17) No vehicle or boat or equipment attached thereto that constitutes a fire hazard in the council's opinion shall be permitted in the parking areas without the written consent of the council.
- (18) If an unauthorized vehicle is parked in an assigned resident stall, the assignee of the stall may have the vehicle removed. In addition, the strata corporation may remove any unauthorized or improperly identified vehicle from the visitor parking areas or other common areas.
- (19) An owner shall not park his/her vehicle in the driveways or any designated fire lanes of the strata corporation.
- (20) The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- (21) The use of vehicle horns in the parking area is prohibited except in such case where the horn is required to prevent a collision.
- (22) When entering or exiting through the gate, drivers must wait until the gate closes behind them before driving away from the area

Damage to Property

- 38** (1) An Owner or Resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Security

- 39** (1) Strata Lot owners or Residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Leasehold Strata Lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

Moving and Resale

- 40
- (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 Rules and Regulations as established by the Strata Council from time to time.
 - (2) Advertising for the resale or rental of a Strata Lot shall only be permitted within the boundaries of the Strata Corporation on Directory Trees, which shall be located, supplied and maintained by the Strata Council.
 - (3) It is the responsibility of the owner to ensure that all move-ins and move-outs by the owner or resident, must be done between the hours of 8:00 a.m. to 9:00 p.m., 7 days per week; and conform to the rules as established by council from time to time.
 - (4) Upon any change of occupancy, (move-in) of a strata lot, the strata lot owner shall be charged a one hundred and fifty (\$150.00) dollars move-in fee. Move-in Fees are payable to the Strata Corporation BCS 1993 c/o the Management Company.
 - (5) The strata lot owner shall pay the cost of repairing any damage caused to the common property when the strata lot owner or another resident is moving into or out of the strata lot. A damage deposit of \$300.00 cash (Canadian dollars) to the Caretaker forty-eight (48) hours in advance of the move is required.
 - (6) THE ELEVATOR WALL PROTECTION PADS SHALL BE USED WHENEVER THE ELEVATOR IS USED FOR MOVING FURNITURE OR LARGE OBJECTS.
 - (7) No advertising for the resale or rental of a strata lot shall be permitted within the boundaries of the strata corporation except as specifically provided for in these rules.
 - (8) Any unannounced move-ins or outs to the caretakers will be fined \$100.00

Changes to Leasehold Strata Lots

- 41
- (1) An Owner or Owners may, with the prior written approval of the Strata Council, make changes to the floor finishing of their Strata Lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the Council shall give due consultation to the type and quality of the flooring and underlay in relation to the sound transmission between Leasehold Strata Lots.
 - (2) An Owner or Occupant of a Strata Lot with hard floor surfaces including wooden floors or tile floors must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:
 - (a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
 - (b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
 - (c) Chair legs should be fitted with felt pads;

- (d) avoiding activities that will cause unnecessary noise such as bouncing balls, dancing and stomping of feet; and
- (e) any noise-inducing equipment should be separated from the floor with adequate cushioning.

Leasing Requirements

42 (1) An Owner must:

- (a) provide the Strata Corporation with a true and complete copy of every written Tenancy Agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and
- (a) cause the Tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia) as amended or replaced, prior to his or her occupation of the Strata Lot and provide the Strata Corporation with a copy thereof.

43 Residents are permitted to use only artificial Christmas trees, no cut or live Christmas trees are allowed to be brought on, or through the common property.

Insurance Deductible

Strata Corporation may sue as representative of all owners

- 44** (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, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, or remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (2) 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 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 purpose of the bylaws, and 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) Bylaw 44(1) does not limit, in any way, the ability of the strata corporation to sue an owner pursuant to Section 158 (2) of the Strata Property Act.

Smoking Regulation applicable to all the common areas as designated by the Strata Plan

45 (1) that the Owners, Strata Plan BCS 1993 by ¾ Vote Resolution, hereby move to adopt the City of Burnaby Smoking Regulation Bylaw 1996 and would be applicable to all

the common areas as designated by the Strata Plan.

- (2) No smoking is permitted in the interior common area, including hallways, stairways, lobbies, elevators, and amenities facilities.

BYLAW NO. 10417

A BYLAW to regulate places where smoking is not permitted

(Consolidated for your convenience with Bylaw #1.1500)

The Council of the City of Burnaby ENACTS as follows:

1. This BYLAW may be cited as BURNABY SMOKING REGULATION BYLAW 1996.
2. In this BYLAW, unless the context otherwise requires,
 - (a) "bingo hall" does not include any establishment that permits the entry of minors;
 - (b) "casino" means a gaming facility that is operated under a casino licence issued by the B.C. Gaming Commission;
 - (c) "commercial establishment" means any building or premises where goods or services are displayed, offered for sale or rent or sold or rented by retail or wholesale, but does not include a restaurant or place where the only trade or business carried on is the custom blending of tobaccos or the sale of tobaccos, pipes, cigars or smokers' sundries;
 - (d) "designated smoking area" means an area, designated by the proprietor pursuant to this Bylaw, where smoking is permitted
 - (e) "liquor licence establishment" means an establishment that holds a liquor primary licence or a liquor primary club licence under the Liquor Control and Licensing Act;
 - (f) "mall" means a totally enclosed promenade area bordered by commercial establishments that have access to the area and includes a food fair and similar group of food establishments that are located together and provide common seating for patrons, but does not include parts of structures otherwise defined in this Bylaw;
 - (g) "place of employment" means any enclosed indoor place of work other than a private home that also serves as a place of work;
 - (h) "place of public assembly" means a building or structure or portion thereof used for the gathering together of persons for the purpose of education, worship, entertainment, recreation, business or amusement but does not include a private residential dwelling;
 - (i) "proprietor" means the person who controls, governs or directs the activity carried on within the building, place or premises referred to in this Bylaw and includes the person actually in charge thereof;
 - (j) "restaurant" means any premises used for the sale of prepared food to the public where seats of any kind, including chairs, stools and seats on benches, are provided inside the premises for customers consuming food purchased in the establishment;
 - (k) "smoke" or "smoking", means the inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe or other lighted smoking equipment burning tobacco or any other weed or substance, but does not include smoking by actors as part of a stage or theatrical performance;
 - (l) "smoking room" means a room that conforms with the specifications in section 7 of this Bylaw.
3. No person shall smoke
 - (a) in a restaurant except in a smoking room,
 - (b) in a mall,
 - (c) in any part of a building that is generally open to and accessible by the public or generally available for common use by the occupants including, but not limited to, hallways, foyers, stairways, elevators, escalators, laundry rooms, washrooms and amenity areas,
 - (d) in a taxi cab or limousine except with the consent of all passengers and the driver,
 - (e) in a school bus, public bus or other form of public transportation,
 - (f) in a hotel or motel room designated by the proprietor as non-smoking,

- (g) in a place of public assembly except in a smoking room,
 - (h) in any part of a commercial establishment except as permitted by section 6 or in a smoking room,
 - (i) in any place of employment not referred to in this section, except in a smoking room.
4. No proprietor shall permit a person to smoke in a restaurant, mall, place of public assembly, commercial establishment or place of employment that the proprietor controls, governs or directs except as provided for in section 3 or section 6.
5. A proprietor of a casino, bingo hall, liquor licence establishment, or other commercial establishment where entry by minors is prohibited by law, may designate an area within the premises as a designated smoking area if the area so designated
- (a) does not exceed 70 percent of the floor area of the portion of the building, structure, place or area that is generally open to and actively used by the public not including foyers, stairways, washrooms and cloakrooms,
 - (b) is designated, located and maintained so that the impact of tobacco smoke on patrons in adjacent areas where smoking is not permitted is minimized by means of ventilation, air cleaning, physical separation or other effective means,
 - (c) is located so that non-smoking customers do not have to pass through it to enter or leave the premises or to gain access to washrooms or cashiers, and
 - (d) has its limits clearly identified by signs that comply with sections 10 and 11.
6. A person may smoke in a casino, bingo hall, liquor licence establishment, or other commercial establishment where entry by minors is prohibited by law, if the smoking is done only in a designated smoking area that complies with the provisions of section 5 or in a smoking room that complies with the provisions of section 7.
7. Where smoking is permitted in a smoking room by this Bylaw the smoking room shall be
- (a) physically separated from the rest of the premises and sealed with four walls, a ceiling and an tight-fitting door,
 - (b) separately heated, cooled and ventilated from the rest of the premises,
 - (c) exhausted to the outside so as to provide a negative pressure within the room, and
 - (d) equipped so that its only use is to permit persons to smoke.
8. A proprietor who has established a smoking room shall ensure that
- (a) smoking by employees is restricted to the smoking room,
 - (b) no employee is required to enter the room while it is occupied by persons who are smoking, and
 - (c) minors do not smoke in the smoking room.
9. The proprietor of any building, structure, space, place or area where smoking is prohibited by this Bylaw shall post in proximity to the front entrance indicating "NO SMOKING".
10. A proprietor who designates a smoking area under the provisions of section 5 or who establishes a smoking room shall post signs
- (a) in the non-smoking area indicating "NO SMOKING" accompanied by the international symbol that smoking is not permitted,
 - (b) at the entrance of the smoking area or smoking room indicating "SMOKING AREA" accompanied by the international symbol that smoking is permitted,
11. All signs required to be posted pursuant to section 9 and 10 shall:
- (a) be approximately 6" x 12" in size;
 - (b) be composed of black lettering on a white background;
 - (c) contain the required text printed in capital letters that are 1" in height, accompanied by a 5" diameter international symbol to designate that smoking is permitted or is not permitted, whichever is appropriate.
12. No person shall remove, alter, conceal, deface or destroy any sign posted pursuant to this Bylaw.

13. The Chief Public Health Inspector or his or her delegate at any reasonable time may enter any premises where smoking is not permitted for the purpose of determining whether the requirements of this Bylaw are being met.

14. Every person who contravenes a provision of this Bylaw is guilty of an offence and, on summary conviction, is liable to a fine of not more than two thousand dollars.

15. Bylaw No. 8771, being Burnaby Smoking Regulation Bylaw 1987, is repealed.

16. This bylaw shall come into force on the first day of March 1997.

Read a first time this 24th day of June, 1996

Read a second time this 24th day of June, 1996

Read a third time this 24th day of June, 1996

RECONSIDERED and ADOPTED this 8th day of July, 1996

Received the approval of the Minister of Health this 30th day of July, 1996

MAYOR

DEPUTY CITY CLERK

Amendments:

Bylaws 40(4); 4(4)

Passed on January 29, 2009

Bylaws 26(4); 37(11-22); 44(1);45(1)

City of Burnaby Smoking Bylaws

Passed on January 26, 2011 AGM (BB1753539)