

**CAMBRIDGE COURT**  
**STRATA PLAN – LMS 1109**

**BYLAWS**

(Last updated at the December 5, 2018 AGM)

Please find attached a copy of the **Bylaws** and / or amendments for

**Strata Corporation LMS 1109**

These Bylaws are provided on a “without prejudice” basis. If you require Bylaws for legal purposes, we recommend you obtain an exact copy of the Strata Corporation’s registered Bylaws from the Land Titles Office and consult professional legal counsel regarding their content.

THE WYNFORD GROUP  
Managing Agents for  
Strata Plan LMS 1109



# STRATA PLAN LMS 1109 – CAMBRIDGE COURT

## STANDARD BYLAWS

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

#### Payment of strata fees

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in payment his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

#### 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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, 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) one dog or one cat provided it was registered with the Strata Corporation by Friday, August 28, 2015. In the event that the pet becomes deceased another pet may not be registered or reside in or visit the strata lot or property.
- (5) An owner, tenant, occupant or visitor must not permit its animals or pets to urinate or defecate on common property and if any animal or pet does urinate or defecate on common property, the owner, tenant, occupant or visitor shall immediately remove and properly dispose of the waste and clean up the affected area, failing which the expense to remove and clean up the waste shall be charged to the strata lot owner in the monthly operating expense.
- (6) An owner, tenant, occupant shall not permit its animal or pet to interfere with any other person, animal or pet or object, or permit its animal or pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (7) If any owner, tenant, occupant violates any provision of these bylaws aforesaid or if the Strata Council on reasonable grounds considers an animal or a pet to be a nuisance, the Strata Council may, by written notice to such owner, tenant or occupant, cause such owner, tenant or occupant to have the animal or pet removed from the Strata Lot within thirty days of receiving such notice.
- (8) An owner, tenant or occupant must not hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building. If an owner, tenant or occupant fails to comply with a warning notice for the said violation within three (3) days of the date of the notice served, the Strata Corporation may fine an owner, or tenant or occupant in accordance with Clause 23 (1) (a) and Clause 24 hereof.
- (9) An owner, tenant or occupant must keep the area around its Strata Lot neat and tidy. The Strata Council, after giving three days notice to the Strata Lot owner, tenant or occupant without effect, shall be at liberty to remove any rubbish or articles or clean up the common area in close proximity to the Strata Lot and charge the expenses incurred to the Strata Lot as part of the monthly operating expenses.
- (10) An owner, tenant or occupant must:
- a) Be responsible for keeping the balcony and patio of the Strata Lot clean and tidy.
  - b) Be responsible for keeping the balcony and patio drains clear of debris and preventing possible flooding problems.
- (11) An owner, tenant, occupant or visitor must not grow any marijuana/cannabis plants within a strata lot or on any limited common property, common property or land that is a common asset.
- (12) a) A resident must not use a strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:

- (i) short-term rentals,
- (ii) hotel or hotel-like accommodation,
- (iii) boarding house,
- (iv) house “letting”,
- (v) bed and breakfast, or
- (vi) other short term accommodations, including granting of a license to use a strata lot for short term stays.

Despite Bylaw 3(12), a residence may contain a “home office” provided that there are no non-Resident employees working in the home office and client traffic is strictly limited. In addition, the home office must be completely enclosed within the strata lot and must not discharge or emit any odors, vapors, heat, glare, vibrations or unreasonable noise.

For the purposes of Bylaw 3(12) short-term rentals or other short-term accommodation is defined as any lease, tenancy agreement, agreement to occupy or license agreement of a strata suite that is for a period of less than one month.

**b) VACATION, TRAVEL OR TEMPORARY ACCOMMODATION (“VTTA”) – Bylaw prohibiting VTTAs and imposing \$1000 fines**

- (i) In this section, VACATION, TRAVEL OR TEMPORARY ACCOMMODATION (“VTTA”) is defined as a rental shorter than the minimum rental period required by these bylaws or by municipal bylaw, or that is not a residential tenancy as described in the Residential Tenancy Act, or is a form of tenancy that does not comply with that Act, or is a mere license of property use only, or is in breach of the City of Vancouver Short Term Rental Accommodation Bylaw.
- (ii) VTTAs are prohibited in the Strata Corporation.
- (iii) Pursuant to s. 7.1 Strata Property Act Regulations, which will into force November 30, 2018 (OIC 418-2018) the Strata Corporation, on sufficient evidence that a VTTA has occurred, considered on a balance of probabilities, may fine the responsible strata lot owner, \$1,000 for every contravention of this bylaw. Infractions may occur more often than once every 24 hours, and every person found illegally to be residing in a Strata Lot will be considered an individual contravention of this bylaw and subject to the \$1,000 fine for each contravention.
- (iv) Council may commence legal proceedings to collect fines levied for contraventions of this bylaw.
- (v) The Strata Corporation may claim the costs of remedying contraventions of this bylaw pursuant to s. 133 SPA.

### **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.

### **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 (including the casings, the frames and the sills if such doors, windows and skylights) on the exterior of a building, or that front on the common property;
  - e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - f) common property located within the boundaries of a strata lot;
  - g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

### **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,
    - (ii) 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 the Act; and

- (iii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

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

### **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 and skylights (including the casings, the frames and the sills of such doors, windows and skylights except wear and tear of window hinges) on the exterior of a building or that front on the common property; but the strata lot owner, tenant or occupant must keep in good repair the said doors, windows and skylights (except damage caused by Act of God.)
      - (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, windows and skylights (including the casing, the frames and the sills of such doors, windows and skylights except wear and tear of window hinges) on the exterior of a building or that front on the common property; but the strata lot owner, tenant or occupant must keep in good repair the said doors, windows and skylights (except damage caused by Act of God.)
    - (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 [amendment SPAA s.51©].
- (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.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

### **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
- (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.

**Regulation 18.1 – Definition for section 15 of Standard Bylaws**

*18.1 For the purposes of section 15 of the Standard Bylaws, “hearing” means an opportunity to be heard in person at a council meeting.*

**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,
  - (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) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of the Council, any person or persons (hereinafter defined as observers other than members of the Council) may be excluded from such meeting by a resolution of the Council.
- (4) As permitted by Section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and tenant may be a member of the Council provided such person falls within one of the following classes of persons:
  - (a) a spouse, including a common law spouse, of an owner; and
  - (b) a professional advisor of an owner.

**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).
- (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.
- (3) Subject to Subsection (4) below, if a proposed expenditure has not been approved in the budget or at an annual or Special General Meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this Subsection (1) in the same fiscal year, is less than:
- (a) \$9,000.00 or
  - (b) 4% of the total contribution to the operating fund for the current year, whichever is less.

- (4) If the Strata Corporation makes an expenditure under Subsection (3) above, the Strata Corporation must inform owners as soon as feasible about any expenditure of more than \$8,999.00 on any single item.
- (5) Notwithstanding Subsection (1) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

#### **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. (1) The strata corporation may fine an owner or tenant a maximum of
  - (a) \$100 for each contravention of a Bylaw, and;
  - (b) \$50 for each contravention of a Rule.
- (2) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

## **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 maybe 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.

### **Voting and quorum**

27. (1) Business must not be conducted at an annual or special general meeting unless a quorum is present.
- (2) Subject to the bylaws, a quorum for an annual or special meeting is
- (a) eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy, or
  - (b) if there are fewer than 4 strata lots or fewer than 4 owners, eligible voters holding 2/3 of the strata corporation's votes, present in person or by proxy.
- (3) Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; in any other case, the meeting shall stand adjourned for further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

- (4) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (5) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (6) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (7) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (8) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (9) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (10) 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.
- (11) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs including the legal costs of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

### **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) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

## **Division 8 – Miscellaneous Matters**

### **Garbage Disposal**

31. An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be properly bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

### **Bicycles and Storage**

32. Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage lockers or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

### **Christmas Trees and Lightings**

33. Only artificial Christmas trees are permitted in the building.
34. From December 1 to January 15 and seven days before and after the Chinese New Year each year, some decoration of outdoor lightings at balconies and patios may be permitted.

### **No Smoking in Common Areas**

35. Smoking is not permitted in all common areas and amenity areas including electricity room, equipment rooms, visitors' parking lots, etc.

### **Falling Objects**

36. No objects or garbage shall be thrown or allowed to fall out of any windows, doors, balconies, or any part of the strata lot or common property. Violators of this bylaw will be fined One Hundred Dollars (\$100.00) for each violation and responsible for the cost of cleaning up, if any. The total expenses resulting from violation of this bylaw will be charged against the strata lot as part of the monthly operating assessment.

### **Moving In or Out**

37.
  - (1) A non-refundable fee of \$100.00 will be charged to the strata lot owner at the time of move in. This fee is inclusive of both the move in and move out use of the elevators and necessary cleaning.
  - (2) An owner or tenant must notify the strata corporation 7 days in advance of the date and time that the owner or tenant will be moving into or out to the strata lot.
  - (3) In case of damage caused by a move, the costs to repair the damage shall be assessed in full amount against the responsible strata lot owner.

### **Violation of Bylaws and Rules**

38. An infraction or violation of these Bylaws contained herein and any Rules on the part of the owner, tenant, occupant or its visitors, employees agents and, or invitees may be corrected, remedied or cure by the Strata Corporation. Any costs or expense so incurred by the Corporation shall be charged to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.



## **Common Expense**

39. Where a strata plan consists of more than one type of strata lot, the common expenses shall be appropriated in the following manner:
- a) common expenses attributed to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lot concerned;
  - b) common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.

## **Unauthorized use of lockers**

40. Any unauthorized use or occupation of locker space(s) other than those allocated to a strata lot is in violation of this Bylaw. The concerned strata lot owner may cause to remove all contents of the unauthorized storage to a common storage area as will be designated from time to time by the Strata Council. Owners of goods, on proof of ownership and identity, shall claim back the goods within thirty (30) days from the date of storage at their risk and expense, failing which the goods may be disposed of at the discretion of the Strata Council. No compensation whatsoever shall be entertained by the Strata Council, the Strata Corporation and, or its managing agent.
- 40.1 An owner renting a storage locker from the Strata Corporation must complete the Storage Locker Lease Form. The time limit for renting an extra storage locker is for one year, as per the *Strata Property Act*, after which the owner must re-apply for approval.
- 40.2 The cost for rental of an extra storage locker from the Strata Corporation is \$480.00 / year paid in advance
- 40.3 An owner must not lease storage lockers to any person other than on owner or occupant

## **Vehicles and Parking**

41. Any vehicle found parked in the driveways or fire lanes shall be towed from the property without warning at the risk and expense of the vehicle owner.
42. No visitors' parking has been designated at Cambridge Court.
- (a) Any vehicle found parked in any space other than that allocated for its parking, and
  - (b) any temporary parking of vehicle in access lanes, ramps, or no parking zones will be towed without notice at the risk and expense of the vehicle owner.
43. No motor vehicle, trailer or boat, or equipment or items of any kind shall be parked or placed on any common property. Any unattended vehicle left in this area will be subject to immediate removal at the owner's risk and expense.
44. A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including but not exhaustively, sawing, drilling and the use of any adhesive or

hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs

- 44.1 Assigned parking stalls shall not be used for storage other than a vehicle in accordance with these Bylaws.
  - 44.2 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailer and campers to enter or be parked or stored on common, limited common property or land that is a common asset.
  - 44.3 A resident must not store uninsured vehicles on the common, limited common property or on land that is a common asset.
  - 44.4 A resident storing a vehicle must provide proof of valid liability insurance to the Strata Corporation on the commencement date of the storage and upon request.
  - 44.5 An owner must not sell; lease or license parking stalls to any person other than an owner or occupant.
  - 44.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
45. An owner, tenant or occupant and their visitors shall, if their vehicles drip excessive oil or any gasoline in common areas, be responsible for cleaning up all affected areas at their cost. If the affected areas were not cleaned up by the vehicle owner within seven (7) days of notice, the cost of clean up shall be charged against the Strata Lot owner as part of the monthly assessment.
46. The maximum speed of 10 kph shall apply within the common property.
- Failure to comply with Vehicle and Parking Bylaws shall result in the Strata Council imposing a fine of \$100.00 per occurrence or its agent arranging for the removal of the vehicle at the owner's expense. This shall be assessed to the owner and said expense shall be added to and form a part of the strata fees due and payable forthwith by the owner. The said expense shall attract penalties and interest for late payment as if it were strata fees.
47. Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant
- (a) the current bylaws and rules, and
  - (b) a Notice of Tenant's Responsibilities in the prescribed form (Form K)
48. Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.
49. If a landlord fails to comply with subsection (1) or (2), the tenant is still bound by the bylaws and rules.

50. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners to recover from an owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal cost of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

*(\*\*added at the January 20, 2003 GM, to be renumbered at the next General Meeting)*

50. **Fraud Protection & Conflicts of Interest**

1. An owner, spouse or common law partner of an owner, professional representative of an owner, tenant, or any person affiliated in any way to the ownership of a strata lot within the property shall:
  - (a) NOT be hired or contracted by the strata corporation to fulfill any job, duty or position relating in any way to the strata corporation, the common property, limited common property or common assets of the strata corporation.
  - (b) NOT receive any monies, payment, remuneration or any form of compensation for any job, duty or position relating in any way to the strata corporation, the common property, limited common property or common assets of the strata corporation.
  - (c) NOT receive, distribute, or handle any form of money in any matter related to the strata corporation. This includes, but is not limited to, payment received for keys, remote controls or any services provided.

*(\*\*added at April 14, 2009, SGM, to be renumbered at the next General Meeting)*

50. **Key and Fob user fees**

- (a) An owner must pay a fee of \$150 to replace a lost or stolen IRT (fob) or obtain an additional IRT (fob) associated with the owner's strata lot.
- (b) An owner must pay a fee of \$60 to exchange a malfunctioning IRT (fob) associated with an owner's strata lot, as long as the malfunctioning IRT (fob) is presented and returned in exchange.
- (c) An owner must pay a fee of \$150 to replace a lost or stolen or obtain an additional key to the main points of entry to the building.

*(\*\*added at January 29, 2014, AGM, to be renumbered at the next General Meeting)*

51. **Gas Fireplace user fee**

An owner of a strata lot with a gas fireplace must pay the strata corporation a user fee of \$15/month, which fee must be paid no later than the first day of each month.

## 52. Gas Fireplace Cleaning

At least once per calendar year, an owner of a strata lot with a gas fireplace must have the fireplace cleaned by an appropriately qualified contractor and must, within 2 weeks of the date of the cleaning, provide the strata corporation or written proof of such cleaning. To assist such owners, the strata corporation may make arrangements for a contractor to attend on site once per calendar year to clean gas fireplaces, in which event the owner is responsible for paying the contractor for the cost of cleaning the fireplace in the owner's strata lot.

## 53. Ductless Dryers

- (1) As of the date of the approval of this bylaw 53 by the owners, an owner must not:
  - (a) replace any clothes dryer in a strata lot with anything other than a ductless dryer;
  - (b) where a strata lot does not have a clothes dryer as of the date of approval of this bylaw 53, install a dryer other than a ductless dryer.
- (2) Where an owner is required to replace a clothes dryer that is not ductless with a ductless dryer because of deficiencies in the applicable duct associated with the strata lot that cannot be corrected, the strata corporation will replace the owner's dryer with a ductless dryer at the strata corporation's cost, in which case the replacement ductless dryer is a common asset of the strata corporation. After the initial replacement of a dryer for a ductless dryer until this bylaw 53(2), when the ductless dryer reaches the end of its lifespan, it shall be the owner's responsibility to replace such ductless dryer, subject only to reimbursement by the strata corporation of such owner for any additional costs associated with purchasing a ductless dryer over a comparable non-ductless dryer.
- (3) Where an owner is required to replace a clothes dryer that is not ductless with a ductless dryer not because of deficiencies in the applicable duct associated with the strata lot that cannot be corrected but because such owner's dryer has failed or otherwise reached the end of its service life, the strata corporation shall reimburse such owner for any additional costs associated with purchasing a ductless dryer over a comparable non-ductless dryer.
- (4) For clarity, this bylaw 53 applies to washing machine/clothes dryer combinations.
- (5) Townhouse Strata Lots on the 4<sup>th</sup> level and Unit #321 are permanently exempt from Bylaw #53. This is due to the fact that these ducts are not in the concrete slab. In the event that there are issues they will be able to be repaired.

### Bylaw Amendments

Bylaw 50 added on January 20, 2003 General Meeting  
Bylaw 50 added at the April 14, 2009, SGM  
Bylaw 42 amended at the January 28, 2010 AGM  
Bylaw 44 repealed and replaced January 28, 2010 AGM  
Bylaws 44.1 – 44.6 added January 28, 2010 AGM  
Bylaws 40.1, 40.2, & 40.3 added at the January 19, 2011 AGM  
Bylaw 37 repealed and replaced at the January 29, 2014 AGM  
Bylaws 50, 51, and 52 add at the January 29, 2014 AGM  
Bylaw 23 (1)(a)(b) amended at the January 29, 2014 AGM

Bylaw 3(4)(d) added at the December 15, 2015 AGM  
Bylaw 53 added at June 14, 2017 SGM  
Bylaw 3(11) added at December 5, 2018 AGM  
Bylaw 3(12) added at December 5, 2018 AGM

(T:\Properties-Day-to-Day\LMS 1109\Bylaws & Rules\Bylaws.12-05-2018.1109.docx)