



**STRATA PLAN BCS 152
GEORGE**

BYLAWS

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Definitions

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:

- (a) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (b) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to *the Act* and these bylaws.

DIVISION 1 – DUTIES OF RESIDENTS AND VISITORS

1. Compliance with bylaws and rules

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

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees may be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$200 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner’s bank account.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$200 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200 and an administration charge.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 2.3.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.3, outstanding special levies will be subject to an interest charge of 10% per annum, compounded semi-annually.

3. Repair and maintenance of property by owner

3.1 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.

3.2 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.

3.3 Despite bylaw 10.1(c) and without limiting bylaw 3.2, an owner who has the use of a terrace, balcony, or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such terrace, balcony, or roof deck (including the cleaning of the surface of the terrace, balcony, or roof deck and associated railings, as well as the removal of debris and ice from any associated drains).

4. Use of property

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the right 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.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of *the Act*.

- 4.3 Without limiting the generality of bylaw 4.1(b), an owner is responsible for minimizing noise in their strata lot. Without limiting the requirements of bylaws 6 and 7, if hard surface floors are installed after the original occupancy, such floors must be installed with proper acoustic materials to minimize any noise emanating therefrom.
- 4.4 A resident or visitor must not:
- (a) do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw;
 - (b) hang or place any window drapes, blinds, or other objects which will adversely affect the consistency of the exterior appearance of the building;
 - (c) use or store barbeques of any kind in or on common property or limited common property;
 - (d) use or permit the use of a strata lot other than as a single family residence;
 - (e) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than a sandwich board type of real estate sign) which may be placed on common property in accordance with bylaw 39.1 or as permitted by bylaw 54.8);
 - (f) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on common property or limited common property. Despite the foregoing, a resident may place on the balcony or patio that has been designated as limited common property for the exclusive use of that resident's strata lot, a reasonable amount of free-standing, self-contained planter boxes or containers and summer furniture and accessories;
 - (g) deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials other than ordinary household refuse and garbage must be disposed of either by or at the expense of the applicable owner;

- (h) throw out material, especially burning material (such as cigarettes or matches) or permit material to fall out of any window, door, balcony, patio, stairwell, passage or other part of a strata lot or the common property;
 - (i) store in the locker area any perishable or hazardous material of items that may deteriorate or attract pests; or
 - (j) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on common property or limited common property or in a strata lot.
- 4.5 Appliances such as dishwashers, washers, and dryers, vacuum cleaners and garburators shall be used at reasonable hours so as not to disturb other strata lot owners.
- 4.6 Appliances such as dishwashers, washers, and dryers must not be left running when residents are not at home.
- 4.7 The feeding of birds or other wild animals is not allowed on balconies, terraces, roof decks or common property.
- 4.8 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share, vacation rental or any other similar types of accommodation arrangements. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot. Any strata lot in contravention of this bylaw is subject to the deletion of strata lot and strata property fob access and a fine of \$1,000.00 may be levied for each contravention and/or for each 7 days of contravention of Bylaw 42.3. Effective July 1, 2017, any strata lots determined to be in violation of City of Vancouver bylaws will be reported to the City of Vancouver.
- 4.9 Effective November 30, 2018, any breach of bylaw 4.8 is subject to a fine of \$1,000 per day.

5. Inform strata corporation

- 1.2 An owner must notify the strata corporation of:
- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
 - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and

- (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such change.

5.1 On request by the strata corporation, a tenant or occupant must inform the strata corporation of his or her name.

6. Obtain approval before altering a strata lot

6.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

- (a) an alteration to a strata lot that involves any of the following:

- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (v) fences, railings or similar structures that enclose a patio, balcony or yard;
- (vi) common property located within the boundaries of a strata lot;
- (vii) those parts of the strata lot which the strata corporation must insure under section 149 of *the Act*;
- (viii) wiring, plumbing, piping, heating, air conditioning and other services;
- (ix) the installation or removal of a wall, whether structural or not; and
- (x) flooring; and

- (b) any alteration to common property, including limited common property, or to common assets

Nobody other than an owner on title may so apply to make or authorize the making of an alteration.

6.2 An owner, as part of its application to the strata corporation for permission to alter under bylaw 6.1 must:

- (a) submit, in writing, detailed plans and description of the intended alteration; and

- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.

6.3 The strata corporation may require, as a condition of its approval under bylaw 6.1, that the owner agrees, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (d) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (e) that the standard of work and materials be not less than that of the existing structures;
- (f) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (g) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (h) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on the due date of payment of monthly strata fees.

6.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

6.5 If, subsequent to the passage of bylaws 6.1 to 6.4 inclusive, an owner alters a strata lot, common property or limited common property without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property or limited common property back to its original condition

following a demand by the strata corporation pursuant to this bylaw 6.5, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property or limited common property. If the strata corporation undertakes any restoration work pursuant to this bylaw 6.5, the cost of such restoration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

- 6.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs
- 6.7 Any alteration to the building security system, the heating, ventilating and air-conditioning system, and the fire sprinkler system shall be carried out by the company retained by the strata corporation to maintain the security, heating, ventilating and air-conditioning system, and/or the fire sprinkler system.
- 6.8 Only licensed and qualified plumbers, electricians and other trades shall be retained by an owner to carry out electrical, plumbing or other work in a strata lot.
- 6.9 The hours of work by a resident or tradesmen doing the installation is restricted to between 8 a.m. and 5 p.m. for the days scheduled.
- 6.10 An owner or the owner's nominee must be in attendance during any alteration being done to or in connection with the owner's strata lot by the owner.
- 6.11 Residents located above, below and on both sides of the owner's strata lot must be advised by the owner in advance of the proposed renovation as to the dates and times of the work being done.
- 6.12 An owner must book the service elevator must be booked no less than 48 hours in advance of any delivery or removal of renovation materials with the building manager, to ensure that the elevator protective pads are installed prior to the removal and delivery of any renovation materials.
- 6.13 An owner is responsible for maintaining the cleanliness of all the common areas used for the transport of renovation materials.
- 6.14 With limiting the generality of bylaws 6.3 and 44.1, an owner is responsible for any damage to common property that may be caused by the person(s) doing the installation. An owner is responsible for any damage to the building in the future that can be attributed to flooring or other alteration in an owner's strata lot.

7. Hard-Surface Flooring

- 7.1 For the purposes of bylaw 6.1, an owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.
- 7.2 The installation of hard-surface flooring in a strata lot is subject to the following requirements:
- (a) An owner, 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 consideration to the issue of sound transmission between strata lots.
 - (b) An owner must install floor underlay with the highest Impact Insulation Class or IIC rating for the material installed. However, in no event shall the IIC rating shall be less than 71.
 - (c) Underlay is to be installed between the finished floor and the concrete/plywood base.
 - (d) A resident of a strata lot which either already has hard floor surfaces such as wooden floors or tile or installs it at a later date, must take reasonable steps to satisfy noise complaints from residents with audible range, including without limitation:
 - (e) A resident must ensure that no less than sixty percent (60%) of the area of any hard surface flooring in a strata lot (excepting only kitchens, bathrooms, laundry rooms and entry areas) is covered with area rugs or carpet unless otherwise dictated by a medical condition.
 - (f) A resident must avoid walking with hard shoes or dragging furniture or other heavy objects across any hard surface flooring in a strata lot.
 - (g) A resident must ensure that chair legs are fitted with felt pads.
 - (h) Without limiting the generality of bylaws 4.1 and 4.3, a resident must avoid any activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet.

- (i) A resident must separate any noise inducing equipment from the floor with adequate cushioning.
- (j) An owner is responsible for satisfying noise complaints with respect to the installation or presence of hard surface flooring in that owner's strata lot.

8. Renovations/Alterations

- 8.1 All tradespersons retained by an owner to carry out renovations or alterations must be licensed and bonded and in good standing with WorkSafe BC.
- 8.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal bins. An owner must arrange for off-site disposal of such packaging or material.
- 8.3 If the delivery of any construction materials is through the elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.
- 8.4 The owner is responsible to ensure that during the course of any renovations or alterations to or in respect of their strata lot:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, courtyard areas and paths through the parking areas are cleaned daily;
- 8.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 8.6 An owner must be in attendance for all significant renovations/alterations, the determination of significant will be at the discretion of the council.
- 8.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 8.8 An owner in contravention of bylaws 8.1 to 8.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs and any municipal or governmental fines, fees or charges.

9. Permit entry to strata lot

- 9.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 24 hours' written notice:
 - (i) 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*; or
 - (ii) to ensure a resident or visitor's compliance with *the Act*, bylaws and rules.
 - (c) Residents or visitors that fail to comply with Bylaw 9.1 shall be subject to fines of \$200 for each contravention and shall be held responsible for any additional costs that are incurred as a result of entry not being permitted during the inspection, repair and maintenance times scheduled by the Strata Corporation.
- 9.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation and for any repairs as a result of such entry.
- 9.3 The notice referred to in bylaw 9.1(b) must include the date and approximate time of entry, and the reason for entry.
- 9.4 Without limiting the generality of bylaw 9.1, a resident must grant access to their strata lot for the purpose of performing regularly scheduled inspection of the in-suite fire safety systems. Despite bylaw 9.3, the strata corporation will give a minimum of three weeks' written notice of the date for in-suite fire safety systems testing. The annual in-suite fire safety device inspection is mandatory to ensure the safety of all residents. In the event that a resident fails to provide access to their strata lot or the strata lot on the scheduled date, the applicable strata lot owner will be subject to a fine of \$200 in addition to the cost of the rescheduled fire inspection by the fire protection contractor.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

10. Repair and maintenance of property by strata corporation

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (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 on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose terraces, balconies and roof decks;
- (d) a strata lot in a 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, and
 - (iii) doors, windows and skylights on the exterior of a building or that front on the common property.

DIVISION 3 – COUNCIL

11. Council size

11.1 The council must have at least 3 and not more than 7 members.

12. Council eligibility

12.1 An owner or spouse of an owner may stand for council, but not both.

12.2 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, or has registered a lien, against that strata lot under section 116(1) of *the Act*.

13. Council members' terms

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

13.2 A person whose term as council member is ending is eligible for re-election.

14. Removing council member

14.1 The strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 14.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

14.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term. In the event that the strata corporation does not hold such an election, the council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the removed members leaves the council without a quorum.

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

14.4 A replacement council member elected or appointed pursuant to bylaws 14.1, 14.2 and 14.3 may be elected or appointed from any person eligible to sit on the council.

15. Replacing council member

15.1 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.

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

15.3 The council may appoint a council member under this bylaw 15 even if the absence of the member being replaced leaves the council without a quorum. 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 20% 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.

16. Officers

- 16.1 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.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 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) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 16.4 The Strata Council may vote to remove an officer.
- 16.5 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.

17. Calling council meetings

- 17.1 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.
- 17.2 The notice referred to in bylaw 17.1 does not have to be in writing.
- 17.3 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.

17.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

18. Quorum of council

18.1 A quorum of the council is

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

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

19. Council meetings

19.1 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.

19.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

19.3 Owners and spouses of owners may attend council meetings as observers.

19.4 Despite bylaw 19.3, 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.

20. Voting at council meetings

20.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

20.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

20.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

21. Council to inform owners of minutes

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

22. Delegation of council's powers and duties

- 22.1 Subject to bylaw 22.2 to 22.4, 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.

- 22.2 The council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with bylaw 22.3.

- 22.3 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.

- 22.4 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.

23. Spending restrictions

- 23.1 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.

- 23.2 Despite bylaw 23.1, 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.

24. Limitation on liability of a council member

- 24.1 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.
- 24.2 Bylaw 24.1 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

25. Maximum fines

- 25.1 The strata corporation may fine an owner or tenant up to:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 25.2 If the strata council determines, in its discretion, that a resident is in repeated contravention of any bylaw or rule, any fines levied in respect of such contravention shall be immediately added to the strata fees for the applicable strata lot, and shall be due and payable by the owner of the strata lot, together with the strata fees for the strata lot in the next month following such contravention.

26. Continuing contravention

- 26.1 If an activity or lack of activity that constitutes a contravention of a bylaw or a rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

27. Quorum of Meeting

- 27.1 If within fifteen minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

28. Person to chair meeting

- 28.1 Annual and special general meetings must be chaired by the president of the council.
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 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.

29. Participation by other than eligible voters

- 29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 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.
- 29.3 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.

30. Voting

- 30.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Act*.
- 30.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 Despite anything in this bylaw 30, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

31. Order of business

- 31.1 The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;

- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of *the Act*;
- (j) report on insurance coverage in accordance with section 154 of *the Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of *the Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of *the Act*;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

32. Pets and animals

[NOTE TO READER: The pet restriction set out in bylaw 32.1 was first approved by the owners at the general meeting held on June 28, 2006 and was filed in the Land Title Office under registration no. BB300307 on July 10, 2006. The bylaw has not been repealed or replaced since it was approved and is restated here for convenience only.]

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

32.2 The keeping of pets in a strata lot is restricted to the following:

- (a) reasonable number of fish or other small aquarium animals;
- (b) up to two caged birds.

- 32.3 A resident must ensure that a pet that is permitted under bylaw 32.2 is secured when on the common property or on land that is a common asset.
- 32.4 A resident must not keep a pet that is not a pet permitted under bylaw 32.2 that is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet that is not permitted under these bylaws or if, in the opinion of council, a pet permitted under bylaw 32.2 is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment of a strata lot, the common property or common assets by another person, the council may order such pet be removed permanently from the strata lot, the common property or common asset or all of them.
- 32.5 A resident whose pet contravenes bylaw 32.4 will be subject to an immediate injunction application and the owner of the applicable strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 32.6 An owner of a pet that is permitted under these bylaws must ensure that their pet is kept quiet, controlled and clean. For clarity, any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 32.7 An owner of a pet that is permitted under these bylaws must keep the pet only in a strata lot, except for ingress and egress.
- 32.8 A strata lot owner must assume all liability for all actions by any pet that is permitted under these bylaws, regardless of whether such owner had knowledge, notice or forewarning of the likelihood of such action.
- 32.9 A resident contravening any of bylaws 32.1 to 32.8 will be subject to \$200 fine, which fine may be levied every 7 days in accordance with bylaw 26.1.

33. Moving in/out procedures

- 33.1 An owner must conform to, and ensure that any tenants or occupants conform to, any move-in and move-out bylaws and rules established by the council.
- 33.2 A resident must provide at least 48 hours' notice to the resident manager of all moving arrangements or large furniture deliveries. For clarity, this bylaw 33.2 applies to the moving of large furniture and appliances such as refrigerators, dishwashers, electric ranges, beds, bed frames, sofas/couches, tables, cabinets, book shelves, dressers and similar items, as well as bathroom and kitchen fixtures, cabinets, counter tops, mirrors and similar items. The hours that the Resident Manager will be available for moves will be between 8:00 am and 5:00 pm, Monday to Friday, and between 9:00 am and 12:00 noon on Saturdays and Sundays. The strata corporation will only allow one move to be booked on Saturdays, Sundays, and Holidays and two moves per day to be booked on each of Monday to Friday.
- 33.3 An owner must pay a non-refundable move in fee of \$200.00 and a non-refundable move out fee of \$200 to the strata corporation prior to any move into the owner's strata

lot, both such fees for a total of \$400 must be paid no less than 48 hours prior to the applicable move in.

The non refundable move in and non refundable move out fee is applicable to all strata lots without exception including for furnished strata lots, strata lot to strata lot moves within the Strata Plan, any change in occupancy by residents, sublet of strata lot by residents and all other events that involves a change or partial change in tenancy and/or physical move in or out of a strata lot.

Strata lots with multiple residents that move in and/or move out at separate and different times will pay a separate and additional non refundable move in fee of \$200 and/or a non refundable move out fee of \$200 for each individual move in and move out, such fees in the amount as applicable must be paid no less than 48 hours prior to the applicable move in.

- 33.4 A resident must not use, or permit to be used, any elevator for a move-in or move-out of a strata lot, unless the elevators have protective pads installed before commencing a move. Elevators must be properly locked off by the building manager or their representative.
- 33.5 During a move, a resident must not leave the building entrance doors propped open or unattended.
- 33.6 A resident must pay due care and attention to the elevators, surrounding walls, carpets and doors when moving furniture. Any damage and related expenses will be the responsibility of the applicable resident.
- 33.7 A move into or out of a strata lot must not exceed a maximum of 3.5 hours. A further non-refundable fee of \$50.00 per hour will be charged for each hour or part thereof that the move exceeds this permitted period.
- 33.8 Strata lots that do not cancel and/or are a no show for their scheduled move in and/or move out time period will be charged an additional \$50 for each hour of their scheduled move in and/or move out time period. Payment in the amount as applicable is due and payable immediately and prior to the scheduling of any subsequent move in and move out.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

34. Voluntary dispute resolution

- 34.1 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.

34.2 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.

34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – PARKING AND STORAGE

35. Parking

Preamble

The strata corporation keeps a register of all strata lots and any associated storage lockers and parking stalls that were assigned to particular strata lots by the developer. After the first strata council was elected at the strata corporation's first annual general meeting, the developer handed over to the strata corporation its original registers of partial assignments for both storage lockers and parking stalls,. The strata corporation has had no involvement in assigning lockers or stalls, but makes every reasonable attempt to maintain accurate records to the best of its knowledge, based on information provided by the developer and subsequent owners.

The strata corporation does not keep a register of purchase and sale and/or assignment contracts between the original strata lot owners and the developer. Many suites have been bought and sold since occupancy of the building and the strata corporation's records are limited to the information given to it by the owners and the developer.

The strata corporation recommends that any potential buyer of a strata lot in "The George", do their due diligence, and request legal documentation from the seller showing legal entitlement to the use of any storage locker or parking stall claimed to be linked to the strata lot.

The strata corporation, for the reasons stated, cannot provide verification, arbitrate, or resolve disputes, in the event that a storage locker or parking stall and its assignment agreement comes into question.

35.1 A parking stall must only be used for parking passenger vehicles owned or leased by residents or temporary visitors of such residents. The right to use the parking stalls shall cease upon a person ceasing to own or, in the case of a tenant or occupant, reside in the building. Notwithstanding the foregoing, ten parking stalls are, pursuant to an easement in favour of the property located 1450 West Georgia (the "Nicola Building") to

be reserved for the owners of the Nicola Building, residents of the Nicola Building, or the invitees of the owners of the Nicola Building. Any resident or visitor of Strata Plan BCS 152 parking in any of these parking stalls is subject to be towed by the owner of the Nicola Building.

- 35.2 An owner must not lease or licence the use of a parking stall assigned to the owner's strata lot to any person who is not a resident.
- 35.3 A resident must park only in a parking stall which has been assigned to the resident's strata lot or leased by the resident from another owner.
- 35.4 A resident must not permit any oversized or recreational vehicle, including but not limited to boat, trailer, camper or other such property, to be parked or stored in the underground parking area or on common property, limited common property or land that is a common asset.
- 35.5 A resident must not permit an unlicensed or uninsured vehicle to be stored in the underground parking area or on common property, limited common property or land that is a common asset.
- 35.6 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 35.7 A resident or visitor must not permit any vehicle to be parked or left unattended in a "no parking" zone, or in a manner that interferes with or obstructs access to or use of the underground parking area, parking stalls or the access lane.
- 35.8 Parking or stopping is prohibited on the side area of the parking entrance.
- 35.9 A resident or visitor must not drive any vehicle in excess of 15 km/h in the underground parking area.
- 35.10 A resident or visitor must not smoke tobacco, marijuana, or any other substances including the use of electronic or any other similar type of vapour/smoke emitting devices in the underground parking area, including inside a vehicle.
- 35.11 A resident or visitor must not permit any vehicle that drips oil or gasoline to be parked or stored in the underground parking area, or on common property, limited common property, or land that is a common asset, and must remove any dripped oil, gasoline or other automotive residue by a vehicle parked or stored in contravention of this bylaw.
- 35.12 A resident or visitor must not use any part of the underground parking area as a work area for carpentry, renovations or repairs of any kind.
- 35.13 A resident, or visitor who is parking in a resident's parking stall, must wait for the visitor parking gate to close prior to proceeding into the resident parking garage thus ensuring security of the building.

- 35.14 A resident or visitor must remove their vehicle(s) from their assigned parking stalls for the purpose of permitting the strata corporation to perform regularly scheduled pressure cleaning maintenance. The strata corporation will give a minimum three weeks' written notice of the date for pressure cleaning the parking garage. If a resident or visitor fails to remove their vehicle on the date of service, they will be assessed a fine of \$200.00 for non-compliance.
- 35.15 Any vehicle parked in violation of any of bylaws 35.1, 35.3 to 35.8 (inclusive), 35.11 and 35.14 will be subject to removal by a towing company authorized by the council.
- 35.16 Use of this parking facility is at the sole risk of residents and/or visitors. The Strata Corporation shall not be held responsible for any actions, collision, theft, claims, demands, liabilities, loss, damage, injury or expense of any kind, including legal/attorney fees, which may result by a resident parking their vehicle in the parking facility or allowing personal items of any kind to remain in the parking facility.

36. Visitor parking

- 36.1 Pay parking is in effect for visitor parking.
- 36.2 Visitor parking stalls are for the exclusive use of visitors of residents at BCS 152.
- 36.3 Visitors parking in the visitor lot do so at their own risk.
- 36.4 Vehicles in violation of bylaws 36.1 or 36.2 will be towed at the liability and expense of the vehicle owner.
- 36.5 Use of this parking facility is at the sole risk of residents and/or visitors. The Strata Corporation shall not be held responsible for any actions, collision, theft, claims, demands, liabilities, loss, damage, injury or expense of any kind, including legal/attorney fees, which may result by a resident parking their vehicle in the parking facility or allowing personal items of any kind to remain in the parking facility.

37. Storage lockers

Preamble

The strata corporation keeps a register of all strata lots and any associated storage lockers and parking stalls that were assigned to particular strata lots by the developer. After the first strata council was elected at the strata corporation's first annual general meeting, the developer handed over to the strata corporation its original registers of partial assignments for both storage lockers and parking stalls. The strata corporation has had no involvement in assigning lockers or stalls, but makes every reasonable attempt to maintain accurate records to the best of its knowledge, based on information provided by the developer and the strata lot owners.

The strata corporation does not keep a register of purchase and sale and/or assignment contracts between the original strata lot owners and the developer. Many strata lots

have been bought and sold since occupancy of the building and the strata corporation's records are limited to the information given to it by the developer and the subsequent owners.

The strata corporation recommends that any potential buyer of a strata lot in "The George", do their due diligence, and request legal documentation from the seller showing legal entitlement to the use of any storage locker or parking stall claimed to be linked to the strata lot.

The strata corporation, for the reasons stated, cannot provide verification, arbitrate, or resolve disputes, in the event that a storage locker or parking stall and its assignment agreement comes into question.

- 37.1 Storage locker areas must not be used for any purpose other than storage by residents in assigned storage lockers.
- 37.2 A resident must not allow hazardous materials or items that may deteriorate or attract pests in any storage locker area.
- 37.3 An owner must not lease or licence the use of a storage locker assigned to the owner's strata lot to any person who is not a resident.
- 37.4 Fire Regulations prohibit the storage of items in a storage area within 2 feet of a sprinkler line.

38. Bicycle room

- 38.1 Bicycle lockers are to be used to store bicycles only.
- 38.2 Lockers intended for two or more bicycles cannot be used by residents to store only one bicycle.
- 38.3 Owners are advised that the bicycle lockers are the property of the strata corporation and are for the use of residents only on a first-come, first-serve basis. If a resident has been using a bicycle locker, and moves out of the building, the locker which was assigned to that individual is immediately returned to the strata corporation and will be assigned to the next person on the bicycle waiting list.

DIVISION 8 – MARKETING AND SOLICITATION

39. Signage, sale of a strata lot and solicitation

- 39.1 The only signage permitted on common property is for the sale of a strata lot. Real estate sale signs of a strata lot must not be displayed in a strata lot where they are visible from the exterior or interior of the building and must not be adhered to any common property in any way. The only type of real estate signage permitted on common property is a sandwich board type of display.

- 39.2 An owner may hold an “open house” provided that the agent or agent's representative escorts potential buyers to the strata lot and around the common property.
- 39.3 No solicitation of a strata lot, the residents, or the Strata Corporation by any resident, owner, owner's representative, agency or any other entity is allowed on common property without the written permission of the Strata Corporation.

DIVISION 9 – SMALL CLAIMS COURT PROCEEDINGS

40. Authorization to proceed

- 40.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation 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, pets or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of *the Act* or these bylaws.

DIVISION 10 – MISCELLANEOUS

41. Cleanliness

- 41.1 A resident must not allow a strata lot to become unsanitary or untidy. Dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored on patios, balconies, front entrance ways or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 41.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the disposal bin provided for that purpose, that recyclable and compostable material is correctly deposited into the designated bins and that material other than recyclable and compostable material or ordinary household refuse and garbage is removed appropriately, at the resident's expense.

42. Residential rentals and other accommodation

- 42.1 Within two weeks of renting a strata lot and/or prior to the tenant/s (including any and all family members) moving in, an owner must deliver to the tenant (including any and all family members) the current bylaws and rules of the strata corporation and a Form K - Notice of Tenant's Responsibilities.
- 42.2 Within two weeks of renting a strata lot and/or prior to the tenant/s (including any and all family members) moving in, the owner must submit to the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant and the landlord, in accordance with section 146 of *the Act*.

- 42.3 A strata lot must not be rented to a tenant for a period of less than 6 months.
- 42.4 Where an owner leases a strata lot in contravention of bylaw 42.3, the owner shall be subject to a fine of \$200.00 and the strata corporation shall take all necessary steps to terminate the tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental bylaws shall be the responsibility of the owner of the applicable strata lot and shall be recoverable from that owner on a solicitor and own client basis by the strata corporation.
- 42.5 Residents are not permitted to sublet or assign a strata lot without the permission and written consent of the owner. An owner must submit a Form K - Notice of Tenant's Responsibilities to the strata corporation if there is any change or partial change in tenancy in accordance with the bylaws of Section 42.
- 42.6 If your strata lot is not your principle residence, all owners are required to provide the strata corporation with a valid and current Form K in accordance with Bylaw 42.2.
- 42.7 If your strata lot is your principle residence, all owners are required to provide the strata corporation with your City of Vancouver Property Status Declaration on an annual basis.
- 42.8 If there are any changes to the status of your strata lot, all owners are required to provide a Form K or City of Vancouver Property Status Declaration as applicable within two weeks of the change in status.

43. Visitors and Children

- 43.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council that will not unreasonably disturb the rights of quiet enjoyment of others.
- 43.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not unreasonably disturb the quiet enjoyment of others.

44. Insurance

- 44.1 The strata corporation must insure against major perils, as set out in regulation 149 of the Strata Property Act, including, without limitation, earthquakes.
- 44.2 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable insurance. Without limiting the foregoing, a resident is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
- 44.3 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, or injury to persons that owner must indemnify and save harmless the strata corporation from the expense of any

maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance. Without limiting the generality of the word “responsible”, an owner is responsible for:

- (a) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
- (b) any loss of damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot;
- (c) legal costs incurred in relation to defending any claim against the strata corporation, and/ or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and / or Court fees, all of a full indemnity basis.

44.4 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the proceeds of strata insurance received by the strata corporation and will be charged to the owner.

44.5 A resident must contact the property manager for the strata corporation to report damage to a strata lot, common property, including limited common property, or the common assets (the “Damage”).44.6 If the Damage is below the value of the strata insurance deductible, the responsibility for repairing the Damage falls to the party responsible for repairing and maintaining the areas that suffered the Damage under bylaws 1,4,9,10 and 43.

44.6 If the Damage is below the value of the strata insurance deductible, the responsibility for repairing the Damage falls to the party responsible for repairing and maintaining the areas that suffered the Damage under bylaws 1,4,9,10 and 43.

44.7 If the Damage is above the value of the strata insurance deductible and covered by the strata insurance policy, the strata corporation may arrange and co-ordinate any repair and maintenance covered by strata insurance policy (including the value of the deductible) in conjunction with the strata insurer and the owner(s) of any affected strata

lots. This bylaw 44.7 does not affect the strata corporation's power to charge back an insurance deductible in accordance with bylaw 44.4.

45. Bugs and Vermin

45.1 Without limiting the generality of bylaw 9.1, a resident or visitor must allow a person authorized by the strata corporation to enter a strata lot or limited common property upon 24 hours' written notice in order to inspect for and/or remove bugs or vermin. In the event that a resident or visitor fails or refuses to permit access, the applicable owner must indemnify and save harmless the strata corporation for all costs of forced entry incurred by the strata corporation and for any repairs arising as a result of such entry.

45.2 An owner must indemnify and save harmless the strata corporation for all expenses incurred by the strata corporation to inspect and/or remove bugs or vermin from the owner's strata lot and limited common property assigned for the exclusive use of the owner's strata lot, or from adjoining strata lots or common property (including limited common property) where the bugs or vermin originate from the owner's strata lot.

46. Occupancy

46.1 The number of individuals residing in a strata lot is restricted to the following:

- (a) no more than two people per one bedroom unit; and
- (b) no more than four people per two bedroom unit.

Despite the foregoing, exceptions to these restrictions may be made, in writing, to the strata council, prior to occupancy.

47. Fitness area

47.1 Hours of operation of the fitness area is limited to 5:30 a.m. until 11:00 p.m. each day. A resident or visitor must not use the fitness area outside these posted hours.

47.2 Use of the fitness area is only for residents of The George and their guests. Guests of residents using the fitness area must, at all times, be accompanied by the resident.

47.3 No persons under the age of 14 are permitted in the fitness area, unless accompanied by an adult 19 years or older. Despite the foregoing, for safety reasons, no children under the age of 10 are allowed on or near the gym equipment.

47.4 Misuse of equipment resulting in damage by a resident or visitor will be subject to fines and repair charges.

47.5 No animals, including pets, are allowed in the fitness area.

47.6 No food, smoking of tobacco, marijuana, or any other substances including the use of electronic or any other similar type of vapour/smoke emitting devices is permitted in the

fitness area. Only non alcoholic beverages in a covered container are allowed in the fitness area.

- 47.7 Proper and clean footwear and attire must be worn at all times in the fitness area.
- 47.8 A resident or visitor must return weights and other equipment to their proper location and wipe down equipment using the towels and cleaning solution provided.
- 47.9 A resident or visitor must not drop weights.
- 47.10 No equipment may be removed from the fitness area.
- 47.11 Without limiting the generality of bylaw 4.1(b), no audible CD players/radios or sound producing equipment is permitted. Priority over TV usage is given to the person(s) first present in the fitness area. Use of TV for purposes other than while exercising in the fitness area is prohibited.
- 47.12 A resident or visitor must, if there is no one else in the fitness area when leaving, ensure that the television and lights are turned off.
- 47.13 A resident or visitor must report any fitness equipment malfunctions and/or damage to the resident manager immediately after discovery of such malfunction or damage.
- 47.14 The fitness room is not to be used for commercial purposes.
- 47.15 Use of this Fitness Facility and its equipment is at the sole risk of users. The Strata Corporation shall not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, which may result by reason of use of the fitness equipment/area by any person.
- 47.16 Gym washrooms are for the use of residents and their guests while they are using the gym facilities, and not as an alternate resident washroom.

48. Balconies, Roof Decks and Terraces

[NOTE TO READER: According to the strata plan, balconies, roof decks and terraces are limited common property for the exclusive use of the assigned strata lot].

- 48.1 Use and/or storage of barbecues or bicycles on a balcony, roof deck or terrace is not permitted.
- 48.2 A balcony, roof deck or terrace must not be used for storage. Without limiting the generality of the foregoing, items which must not be kept on a balcony, roof deck or terrace include: clothes lines/racks, birdfeeders, cleaning supplies (i.e.: brooms, mops, garbage cans/bags, etc.), empty boxes, cans, bottles, tires, and general refuse.
- 48.3 A resident or visitor must not install any flooring on the surface of a balcony, roof deck or terrace that may penetrate/damage the balcony, roof deck or terrace membrane and create potential leakage problems.

- 48.4 Planters and/or flower boxes must not be attached to any wall or the railing of a balcony, roof deck or terrace. All plants or planter boxes must be properly displayed with an adequate drip tray underneath.
- 48.5 When being cleaned, a resident or visitor must not permit water, dust, or any other debris or substance to escape off the balcony.
- 48.6 Indoor/outdoor carpeting is not permitted to be installed or placed on a balcony, terrace or roof deck.

49. Security

- 49.1 A resident or visitor must not let strangers into the building, including the parkade.
- 49.2 A resident or visitor must pause after entering or leaving the parkade until each gate fully closes.
- 49.3 Lost or stolen keys and/or fobs must be reported to the building manager and the property manager immediately after any loss.
- 49.4 Suspicious activities must be reported by a resident or visitor to the police, the building manager and the property manager immediately.
- 49.5 Due to security reasons, all new residents are required to register their fobs with the building manager at the time of booking any move-ins. Strata Plan BCS 152 reserves the right to re-register all fobs at their discretion if there are security breaches, suspicious activity and/or contravention of bylaws involving fob usage. Any unregistered and/or unauthorized fobs will be deleted from the strata property system.
- 49.6 For security reasons, there is a limit in the number of fobs that will be issued to a strata lot:
 - (a) three (3) fobs to each one-bedroom strata lot; and
 - (b) four (4) fobs to each two-bedroom strata lot.

50. Garbage

- 50.1 Garbage that is not recyclable or compostable must be disposed of in the garbage disposal bin located in the visitor parkade, which bin must only be used for the disposal of household and kitchen garbage.
- 50.2 Garbage must be in plastic bags, firmly tied to ensure that no spillage occurs during transport to the garbage disposal bin. A resident or visitor must double bag their garbage if they suspect the bag might break.
- 50.3 No items are to be left on the floor of the visitor parkade. Any spillage on this floor space must be cleaned immediately by the resident or visitor causing such spillage.

50.4 A resident or visitor that leaves inappropriate items or improperly disposes of items in the disposal area or bin will be subject to a fine of \$100 for each violation, as well as any costs incurred by the strata corporation to have the items disposed of.

51. Recycling and Composting

51.1 Use of the recycling and composting disposal area is restricted to residents of The George.

51.2 Only materials designated as “recyclable” or “compostable” are to be deposited in the recycling or composting bins, as applicable.

51.3 All recyclable and compostable material must be sorted correctly and deposited in the appropriate bin.

51.4 Cardboard boxes are to be flattened and put in the disposal bin marked for their disposal.

51.5 Recyclable items which do not fit in the blue bins must be disposed of separately offsite, at the expense of the resident.

51.6 A resident or visitor that leaves inappropriate items or improperly disposes of items in the recycling and composting disposal area or bins will be subject to a fine of \$100 for each violation, as well as any costs incurred by the strata corporation to have the items disposed of.

52. Smoking & Alcohol

52.1 The entire building is non-smoking, and smoking of tobacco, marijuana, or any other substances including the use of electronic or any other similar type of vapour/smoke emitting devices is prohibited in all interior and exterior areas. A resident or visitor must not smoke including the use of electronic or any other similar type of vapour/smoke emitting devices while in a strata lot or on common property (including limited common property), whether inside or outside the building.

52.2 In addition to the prohibition set out in bylaw 52.1, a resident or visitor must not smoke tobacco, marijuana, or any other substance or use electronic or any other similar type of vapour/smoke emitting devices outside the building within ten (10) meters of a doorway, window, or air intake vent.

52.3 “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;

52.4 “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated electronic(e) cigarette.

52.5 A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

53. Elevators

53.1 A resident or visitor must not hold the elevator door open or jam the door open in any way.

53.2 A resident must advise the resident manager whenever the resident needs to use the elevator to transport large items so that the elevator can be put on service for the resident's exclusive use and the protective pads installed.

54. Miscellaneous

54.1 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot, common property or limited common property.

54.2 A resident or visitor must not hang or permit to be hung any laundry, bedding, towels or similar items on or from any balcony or on any other common property or limited common property in a manner which is visible to pedestrians or other strata lot residents.

54.3 A resident must not permit a waterbed to be placed in a strata lot.

54.4 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

54.5 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot. No bicycles are allowed in the elevator.

54.6 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset.

54.7 A resident or visitor must not use common property electrical outlets.

54.8 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of two weeks.

54.9 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking. Strata lots that allow smoke, fumes or similar substances from cooking or other sources into the common areas or limited common areas, ie., hallways, stairwells that activate the building fire alarms are subject to a fine of

\$200 for each contravention and any applicable City of Vancouver/Vancouver Fire and Rescue fines.

- 54.10 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 54.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on a balcony, terrace or roof deck that has been designated for the exclusive use of a strata lot is be limited to free standing, self-contained planter boxes or furniture and accessories.
- 54.12 Planter boxes or containers may not be placed contiguously in such a manner as to form, in effect, a patio barrier or enclosure. Plants must be an appropriate height for their placement and must not encroach on or obstruct the view of another strata lot.
- 54.13 A resident or visitor must not install or hang any lighting on windows, balconies, roof decks or terraces beyond what was installed as part of the original construction of the building. Without limiting of the foregoing, a resident or visitor must not hang or install strings of patio lanterns or torches.
- 54.14 Despite bylaw 54.13, a resident may install Christmas lights windows, balconies, roof decks or terraces but must hang them after November 15th of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- 54.15 Any resident who brings a live Christmas tree into the building must ensure that the tree is bagged when it is brought in and/or removed from the building, and that the tree is removed from the building before January 6th.
- 54.16 One flag of any province, state or country may be displayed, per strata lot, on the appropriate holiday or national day as observed in Canada.
- 54.17 With limiting the generality of bylaw 4.1, wind chimes or similar devices must be silenced or removed between the hours of 10:00 p.m. and 8:00 a.m. daily. The council may remove, or direct the removal of, any wind-chime or similar device that gives rise to complaints of noise.
- 54.18 A resident must not install, attach or affix anything to the exterior surface (stucco, metal or wood cladding) of the building, including but not exhaustively, television antenna, Satellite TV or communications dishes, wall planters, plant hangers, decorative garden or home items, stereo speakers, mailboxes, garden hose reels, tool racks, awnings, shades or privacy screens, nor may a resident puncture the exterior surface with a fastener or any other item.
- 54.19 No resident shall use any part of the common property for storage except as permitted in writing by the Council. For clarity, a resident must not keep floor mats, furniture, shoes, strollers, plants etc., outside their door in the hallways.

- 54.20 Doors to strata suites are not to be kept propped open other than when moving material in or out.
- 54.21 Bicycles (including any bicycles that have been dismantled, whether in whole or in part), whether locked or unlocked, must not be kept in or brought through any common areas, limited common areas, hallways or lobby area except in areas specially designated. For clarity, no bicycles are allowed in the elevator or stairwells. Any infraction of this bylaw 54.21 is subject to a fine of \$200.00 for each contravention.
- 54.22 All strata lots must provide an email address or register online to receive information, communication, documents, notices and all other correspondence by electronic transmission. Failure of a strata lot to provide an email address or failure to register online that results in information, communication, documents, notices and all other correspondence to be delivered by physical postal delivery, the strata lot will be charged back for postage, copying, administrative and any other costs incurred for physical postal delivery.
- 54.23 A resident must maintain and repair window levers, handles, rollers and or sliders on all windows and sliding glass doors in strata lot and is responsible for all maintenance and repair costs.

55. Surveillance Measures

- 55.1 The strata corporation has installed closed circuit television and video surveillance in the following common areas of the strata plan: (a) Elevator Vestibules P1 to P4; (b) Levels P1 to P4 (parkade); (c) Georgia Street Lobby (ground level); (d) Alberni Street Lobby (2nd floor); (e) Alberni Street entrance (intercom); (f) Georgia Street entrance (intercom); (g) Alberni Street Breezeway; (h) Visitor parking area; (i) beside Main parkade gate (outside); and (j) in the fitness centre; (k) Visitor parkade entrance; (l) Broughton Street exit doors; (m) Resident Gate; (n) Georgia Street Courtyard for the purpose of collecting data from such systems. The hours of system operation will be determined by the council.
- 55.2 The strata corporation collects data (namely the applicable unit number) with respect to the usage of each security fob programmed for use at Strata Plan BCS 152.
- 55.3 The video files and/or security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
- (a) being alerted to the presence of trespassers on the strata plan;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on the strata plan; and

- (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its owners, tenants, occupants and visitors.
- 55.4 The video files and/or security fob usage records will stored for a period of up to two months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.
- 55.5 The personal information of residents will only be reviewed or disclosed as follows:
 - (a) law enforcement;
 - (b) the building manager, the strata manager and council members; or
 - (c) in the event that the surveillance camera footage or fob records include the personal information of a resident or visitor, such personal information of the requesting resident or visitor.
- 55.6 A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 55.7 In installing and/or maintaining the systems described in this bylaw 55, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- 56. Other**
- 56.1 The strata council may grant an exemption to a bylaw and/or a rule in order to accommodate an ability challenge in accordance with the BC Human Rights Code and government, medical and/or legal guidelines, requirements and/or certification.