THE OWNERS, STRATA PLAN LMS 227
DIAMOND HEAD PLACE

SCHEDULE OF BYLAWS

(as approved by members at the AGM on June 13, 2017)

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THE OWNERS, STRATA PLAN LMS 227 – DIAMOND HEAD PLACE
SCHEDULE OF BYLAWS

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" mean 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.

Duties of Owners, Tenants, Occupants 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

1.2 An owner must pay strata fees on, or before the first day of the month to which the strata fees relate.

1.3 Where an owner fails to pay strata fees in accordance with Bylaw 2.1, outstanding strata fees will be subject to:

(a) an interest charge of 10% per annum, compounded annually, and
(b) a fine of $50

1.4 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.

1.5 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with Bylaw 2.3 is a contravention of Bylaw 2.3 and the Strata Corporation may levy a fine of $200 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a charge of $25.

1.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

1.7 Where an owner fails to pay a special levy in accordance with Bylaw 2.5, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually, and
(b) a fine of $200

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 11.1(c) and without limiting Bylaw 3.2, an owner who has the use of a balcony or patio that is designated as limited common property for the exclusive use of their strata lot, is responsible for all regular cleaning of the balcony or patio which includes the surface of the balcony or patio and associated railings.

3.4 With the written permission of council, an owner may install balcony liners or wraps provided they are clear (uncolored) plastic and maintained in good condition.

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 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.

4.2

(a) 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, which includes, but not limited to shrubs, flowers, lawns and grounds. An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
(b) To reduce fire hazards, nothing shall be brought onto, or stored on a strata lot or the common property, including limited common property, which will increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation

4.3 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow:

(a) more than two (2) persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit
(b) more than four (4) persons to occupy a strata lot originally designated by the owner developer as a two- bedroom unit
(c) more than six (6) persons to occupy a strata lot originally designated by the owner developer as a three-bedroom unit.

For the purposes of this Bylaw 4.3, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

4.4 An owner or occupant who alleges hardship as a result of the passage of Bylaw 4.3 may appeal to the council for permission to be exempt from Bylaw 4.3 on the basis of hardship and the council must not unreasonably refuse the appeal.

4.5 The use of large appliances, including, but not limited to, dishwashers, clothes washers, clothes dryers shall be limited to the hours between 7:00 a.m. to 10:00 p.m.

4.6

(a) A resident shall not keep trees, bushes or shrubs on balconies that are of or will grow to a weight beyond the balcony's load capacity or will cause damage, including wear and tear, to the balcony.
(b) A resident may place a reasonable number and size of self- contained potted plants on balconies.
(c) A resident shall not excessively water by hose or other means that would cause water to overflow and affect lower balconies and patios. The owner will make good any damage to any/all strata lots, common property or limited common property caused by such watering.

4.7

(a) Residents are responsible for anyone they admit into the building
(b) Residents shall not admit anyone, either by the enter-phone or otherwise, unless they are satisfied that the individual is entering the building for a legitimate reason.
(c) A resident must not leave an automatic garage door opening remote to underground parking in any vehicle parked on the property. A resident whose remote is lost or stolen must pay to the strata corporation the cost to of a new remote as well as any costs necessary for changing the door opening code following such theft or loss of a remote.

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4.8 In addition to the obligations and liabilities imposed by Bylaw 4, an owner is strictly liable to the Strata Corporation to the extent provided by Bylaw 4.7 for any damage to common property, limited common property, common assets or to any strata lot (including any personal property contained therein) as a result of

(a) any of the following items in owner's strata lot:
    - dishwashers
    - refrigerators
    - garburators
    - washing machines and dryers
    - toilets, sinks, bathtubs and where located wholly within the strata lot, plumbing pipes and fixtures
    - cooking range and microwave and range hood.
    - any item introduced into the strata lot by the owner or prior owners
(b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by the prior owner(s) of the strata lot, regardless of whether such alteration or addition was made by the original developer or by a subsequent contractor;
(c) the freezing and bursting of any pipes in the owner's strata lot, beyond the shut off valve in the owner's furnace room, that arises from a failure to adjust the heating in the strata lot appropriately for the weather;
(d) the freezing and bursting of the fire sprinkler system pipes as a result of failure to comply with the rules or bylaws established by the strata corporation;
(e) a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
(f) any pets residing in, or visiting the owner's strata lot.

5. Pets and animals

5.1 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.

5.2 A resident or visitor must ensure that all pets are leashed when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on the common property which includes lawns and gardens around all buildings and courtyards.

5.3 The keeping of pets in a strata lot is restricted to the following:
(a) up to 2 small caged mammals
(b) up to 2 caged birds
(c) (1) one cat OR (1) one dog

5.4 A resident must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council prior to the pet residing on a strata lot. Applicant is to provide the name of the pet, breed, color and markings, together with the name, strata lot number and telephone number of the pet owner. Council, in considering the application, will assess if the number of pets in the complex is at an acceptable number and if the pet is suitable to have in the complex.

5.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six (6) feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such a pet to be removed permanently from the strata lot, the common property or common asset, or all of them.

5.8 If a resident contravenes Bylaw 5.7, the owner of the strata lot will be subject to a fine of $200.

5.9 Despite Bylaw 5.8, a resident whose pet contravenes Bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.

5.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled, clean and free of fleas. In the case of fleas, residents with pets must allow the council to have the premises inspected for fleas and the owner of the strata lot will be charged for the cost of any treatment required.

5.11 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.

5.12 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.13 Residents shall inform their visitors of the provisions in these Bylaws concerning pets. The owner of the strata lot is responsible for ensuring that visitors to their strata lot comply with the restrictions concerning what pets can be brought onto the premises. The owner of the strata lot in question will be responsible for any damage caused to the common property or another strata lot by their visitor's pet.

5.14 a) A resident or visitor must not feed, or leave out wildlife attractants for birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. In addition, a resident or visitor must comply with the District of Squamish Wildlife Attractants Bylaw.

b) No bird feeders are permitted to be kept on balconies, patios, strata lots, common property or land that is a common asset with the exception of hummingbird feeders. Owners are to ensure that feeders are maintained so they do not drip or leak which could attract nuisance wasps, flies, ants. A "saucer feeder" is recommended to avoid liquids dripping.

5.15 A resident who contravenes any of Bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.14 (inclusive) will be subject to a $200 fine.

NOTE: Guide Dogs and Service Dogs: On January 18, 2016, B.C.'s new *Guide Dog and Service Dog Act* supporting changes to the *Strata Property Act* were put into effect. Residents of and visitors to a strata corporation are permitted to have their BC certified guide dog or service dog in a strata corporate despite any bylaws restricting pets.

6. Inform Strata Corporation

6.1 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 (2) weeks of becoming an owner.
(b) a tenant's name and the names of the persons occupying the strata lot with the tenant within two (2) weeks of the tenancy commencing.
(c) any changes in the names of any persons residing in the strata lot, and
(d) any mortgage or other dealing in connection with the strata lot within two (2) weeks of such mortgaging or other dealing.

6.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

7. Permit entry to strata lot

7.1 A resident or visitor must allow any person(s) 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,

(b) at a reasonable time, on 48 hours' written notice,
   (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act or to insure under Section 149 of the Act, or
   (ii) to ensure a resident's compliance with the Act, Bylaws and Rules

7.2 The notice referred to in Bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with Bylaw 7.1, the owner will be responsible for:
(a) all costs of forced entry incurred by the Strata Corporation if the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
(b) all costs incurred by the Strata Corporation in respect of contractors who must re-attend at the building to access the strata lot.

Alterations to a Strata Lot, Common Property or Limited Common Property

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration that involves any of the following:

(a) the structure of a building;
(b) the exterior of a building (including, but not limited to any alteration which requires penetration of the exterior surface of the building)
(c) patios, balconies, chimneys, stairs, or other things attached to the exterior of a building
(d) doors, windows or skylights on the exterior of a building, or that front on the common property
(e) fences, railings or similar structures that enclose a patio, balcony or yard
(f) common property located within the boundaries of a strata lot
(g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act
(h) flooring,
(i) wiring, plumbing, piping, heating, air conditioning and other services; and
(j) any alteration to common property, including limited common property, or to common assets

8.2 The Strata Corporation may require as part of an application for approval of any alteration under Bylaw 8.1 that an owner must:

(a) submit, in writing, detailed plans and description of the intended alteration; and
(b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council.

8.3 The Strata Corporation may require, as a condition of its approval under Bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
(b) that the standard of work and materials be not less than that of the existing structures;
(c) that all work and materials necessary for the alteration be at the sole expense of the owner;
(d) 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;
(e) 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 benefitted from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to, and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and will become due and payable on the due date of payment of monthly strata fees.

8.4 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.

8.5 If, subsequent to the passage of Bylaws 8.1 to 8.4 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 8.5, 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 8.5, the cost of such restoration will be added to, and become part of the strata fees of that owner for the month 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.

8.6 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.

9. Hard-Surface Flooring

9.1 For the purposes of these Bylaws, “hard surface flooring” includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other materials.

9.2 An owner must, in accordance with Bylaw 8, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.

9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 55 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring.

As a condition of its approval and in addition to any requirements imposed by the council pursuant to Bylaw 8, the council, may require that the owner, at the owner’s sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to council, confirming that the minimum value of 55 for the STC and IIC ratings will be achieved by the owner’s proposed hard surface flooring installation.

9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner’s written request under Bylaw 9.2

10. Conduct of Alterations

10.1 An owner must give the council two working days’ prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or un-bonded tradespersons will result in the levy of fines.

10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation’s disposal containers.

10.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.

10.4 A resident must be responsible to ensure:

(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, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.

10.5 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. “Construction Noise” means any noise, sound or vibration made on or associated with a construction site including one’s own property.

10.6 An owner must be in attendance for all significant alterations, with the determination of significant to be in the discretion of the council

10.7 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

10.8 An owner in contravention of Bylaws 10.1 to 10.7 (inclusive) will be subject to a fine of $200 for each contravention, as well as be responsible for any clean up or repair costs.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by Strata Corporation

11.1 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,
  (ii) and 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. patios, balconies, chimneys, stairs 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 common property;
    E. fences, railings and similar structures that enclose patios, balconies and yards;
    F. parking stalls

(d) a strata lot, but the duty to repair and maintain it is restricted to:

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

11.2 The Strata Corporation must repair & maintain the building envelope in accordance with the building envelope maintenance manual obtained during the building envelope remediation.

Council

12. Council Size

12.1 The council must have at least 3, and not more than 7 members

13. Council Eligibility

13.1 The spouse of an owner may stand for council.

13.2 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 against that strata lot under Section 116(1) of the Act.

14. Council Members' Terms

14.1 The term of office of a council member ends at the end of the Annual General Meeting at which the new council is elected.

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

15. Removing Council Member

15.1 Unless all the owners are on the council, 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 15.1, a 2/3 (two-thirds) vote means a vote in favor 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.

15.2 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.

15.3 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.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the council without a quorum.

15.5 A replacement council member appointed pursuant to Bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing Council Member

16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.2 A replacement council member may be appointed from any person eligible to sit on the council

16.3 The council may appoint a council member under Bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.

16.4 If all the members of the council resign or are unwilling or unable to act, 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.

17. Officers

17.1 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.

17.2 A person may hold more than one office at a time, other than the offices of president and vice-president.

17.3 The Vice-President has the powers and duties of the President:
(a) while the President is absent or is unwilling or unable to act,
(b) if the President is removed, or
(c) for the remainder of the President's term if the President ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the President is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling Council Meetings

18.1 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.

18.2 The notice in Bylaw 18.1 does not have to be in writing.

18.3 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.

19. Quorum of Council

19.1 A quorum of the council is:
(a) 1, if the council consists of one member,
(b) 2, if the council consists of 2, 3, or 4 members,
(c) 3, if the council consists of 5 or 6 members, and
(d) 4, if the council consists of 7 members.

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

20. Council Meetings

20.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 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.

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

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

20.5 Despite Bylaw 20.4, 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.

21. Voting at Council Meetings

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

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

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

22. Council to Inform Owners of Minutes

22.1 The council must circulate to, or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of Council's Powers and Duties

23.1 Subject to Bylaws 23.2, 23.3 and 23.4, 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.

23.2 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 23.3.

23.3 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.

23.4 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,
(c) whether a person should be denied access to a recreational facility, or
(d) whether an owner should be granted an exemption from a rental restriction bylaw under Section 144 of the Act.

24. Spending Restrictions

24.1 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.

24.2 Despite Section 98(2) of the Act, the Strata Corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget at an Annual General Meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than $5,000 of the total contribution to the operating fund for current year.

25. Limitation on Liability of Council Member

25.1 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.

25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgement against the Strata Corporation.

25.3 All acts done in good faith by council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

26. Fines

26.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:
(a) $200 for each contravention of a bylaw, and
(b) $50 for each contravention of a rule.

26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaw or rule of the Strata Corporation, levy fines and the fines so levied will be immediately added to the Strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

27. Continuing Contravention

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

Annual and Special General Meetings

28. Quorum of Meeting

28.1 If within ½ hour 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.

This Bylaw 28.1 is an alternative to Section 48(3) of the Act. This Bylaw does not apply to a meeting demanded pursuant to Section 43 of the Act and failure to obtain a quorum for a meeting demanded to Section 43 terminates, and does not adjourn, that meeting.

29. Person to Chair Meeting

29.1 Annual and Special General Meetings must be chaired by the President of the council.

29.2 If the President of the council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the council.

29.3 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, eligible to vote, who are present at the meeting.

30. Participation by Other Than Eligible Voters

30.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

30.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

30.3 Tenants and occupants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

31. Voting

31.1 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.

31.2 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

31.3 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.

31.4 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.

31.5 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.

31.6 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.

31.7 Despite anything in this Bylaw 31, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

32. Electronic Attendance at Meetings

32.1 A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other. For council meetings by electronic means, see 20.2 and 20.3 of these bylaws.

33. Order of Business

33.1 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.

33.2 Despite Bylaw 33.1, the order of business at an Annual or Special General Meeting may be amended by a majority vote resolution passed at the same meeting.

Voluntary Dispute Resolution/Request for Council Hearing

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 part to the dispute if:

(a) all the parties to the dispute consent, and
(b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.

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.

Small Claims Court Proceedings

35. Authorization to Proceed

35.1 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 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.

Marketing Activities by Owners

36. Sale or Rental of a Strata Lot

36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.
36.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

Insurance and Responsibility

37. Insuring against Major Perils

37.1 The Strata Corporation must insure against major perils, as set out in Regulation 9.1(2), part of Section 149 of the Act, including, without limitation, earthquakes. Major perils mean the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism and malicious acts.

38. Resident Insurance

38.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

39. Responsibility of Owners

39.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, 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 strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

39.2 For the purposes of Bylaws 4 and 39.1, any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the strata insurance proceeds received by the Strata Corporation and will be charged to the owner.

40. Resident Responsibility for Children and Visitors

40.1 Residents are responsible for the conduct of their visitors, as well as 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 disturb the rights of quiet enjoyment of others.

40.2 Residents are responsible to assume liability for and properly supervise activities of children, including, but not exhaustively, bicycling and skateboarding

Parking and Storage

41. Parking

41.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to be parked or stored on common property, limited common property or land that is a common asset. No motor vehicles exceeding 3200 kilograms (g.v.w.), shall be parked or brought to the property except when used for delivery to, or removal from the premises.

41.2 A resident must not store unlicensed or uninsured vehicles which are not in working order on the common property, limited common property or on land that is a common asset and will be subject to removal by a towing company at the owner's expense.

41.3 A resident storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.

41.4 An owner must not sell, rent, or license the use of parking stalls to any person other than a resident.

41.5

a) A resident must park only in the parking stall assigned to the resident's strata lot, unless private arrangements with other owners or rental arrangements are made through the management company or the council. A resident will display a parking pass (which indicates the strata unit number) in a visible location on their vehicle at all times while on strata property.

b) Guest parking is permitted in visitor spaces only. A guest parking pass must be visibly displayed on the vehicle while on strata property. (Each owner will be provided with two guest passes)
c) If passes are lost, stolen, or misplaced, an owner is responsible for contacting Property Management for replacement at the owner's expense.

41.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, driveway access and fire lanes.

41.7 Any resident or visitor vehicle parked in violation of Bylaw 41.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

41.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, 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.

41.9 Residents and tenants are not permitted to use Visitor parking spaces at any time, and will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

41.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.

41.11 A resident or visitor must not park or store any vehicle that drips oil or gasoline. Vehicles dripping excess oil, gasoline, or any other fluids will be prohibited from parking in parking areas or on any common or limited common property of the Strata Corporation until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the strata council, clean up all areas affected. Failure to do so within seven (7) days of receipt of the notice shall result in the strata council cleaning the areas and charging the owner with the costs incurred.

41.12 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.

41.13 Undercover parking stalls may only be used to store properly insured vehicles, motorcycles, bicycles, and tires unless otherwise approved by council. All approved items must be contained within the limits of the parking space.

Open parking spaces may not be used for any other purpose other than parking a vehicle.

41.14 No motor vehicle shall be permitted to make excessive noise, either with engines, radios or squealing tires on the common property.

42. Storage Lockers and Bicycles

42.1 A resident must store bicycles only in underground parking, balconies or covered parking spaces. Bicycles are not to be hung or attached to any part of the exterior, be it limited common property or common property. This includes, but is not limited to, balconies, roofing, soffits, pipes and building siding.

42.2 All bicycles being moved inside Buildings A, B, C, D, E are not permitted in the stairways, or locked to stairway railings. Elevators must be used. No riding bicycles or skateboards on carpets which may cause burn, soiling or other damage to the carpets.

42.3 A resident must not store any volatile material or dangerous goods in storage lockers.

42.4 A resident must not store or erect materials in the storage locker that would contravene the fire code.

42.5 A resident must only use the storage locker assigned to that strata lot, except for private arrangements made with other owners.

42.6 Items not secured in a locker are subject to removal by the Strata Corporation.

Moving

43. Moving in/out Procedures

43.1 An owner must ensure that any tenants conform to the *Move- In* and *Move -Out* guide lines established by council from time to time.

43.2 A resident must provide notice to the Strata Corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 7:00 a.m. and 9:00 p.m.

43.3 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.

43.4 Protective blankets must be used in the elevators when moving large items to and from strata lots. Arrangements to be made with the property management company for blankets.

43.5 A resident must ensure that all common areas are left damage free and clean immediately upon completion of the move.

43.6 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture and other items from the move are not left piled in the lobby area.

43.7 A resident must pay a *non-refundable* fee of $100.00, whether moving in or out, 48 hours prior to any move.

43.8 A resident contravening Bylaws 43.1 to 43.6 (inclusive) will be subject to a fine of $200.

Appearance of Strata Lots and Common Property

44. Cleanliness

44.1 A resident must not allow a strata lot to become unsanitary or untidy or throw, pile or store rubbish, dust, garbage, boxes, packing cases, unwanted move in/move out items, and other similar refuse in a strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.

44.2 Parking spaces, balconies, patios are not to be used for storage purposes.

44.3 A resident must ensure that:

(a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose in the common refuse compound,
(b) recyclable material is kept in designated containers at the common refuse compound and all cardboard boxes must be flattened before depositing in common cardboard container provided at the compound,
(c) material other than recyclable or ordinary household refuse and garbage shall be taken to the municipal landfill.
(d) these materials include, but are not limited, to moving boxes, mattresses, furniture, appliances

44.4 A resident must not add to, or alter the location of any plants, shrubs, trees, or other planted material in any part of the common property which forms part of the landscaping plan without the prior written approval of the strata council. Residents are not to take cuttings or cause damage to plants for personal use and enjoyment.

44.5 The keeping of shoes, boots, umbrellas and any other personal items in the common property hallways is not permitted.

Rentals and Short Term Accommodation

45. Residential Rentals

45.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form "K".

45.2 Within two (2) weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Form "K" – Notice of Tenant's Responsibilities, signed by the tenant, in accordance with Section 146 of the Act.

46. Use of a Strata Lot for Short Term or Temporary Accommodation

46.1 A strata lot must not be used for short-term accommodation purposes, such as bed-and-breakfast, lodging house, hotel, home exchange, time share, extended vacation rental, temporary housing, corporate housing or vacation rental. 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.

Miscellaneous

47. Miscellaneous

47.1 A resident or visitor must not use or store barbecues on common property. Additionally, a resident or visitor must not use charcoal barbecues on common property, including limited common property. A resident or visitor may use an electric or propane barbecue on a balcony or patio provided they keep a fire extinguisher that is tagged, licensed and inspected by the appropriate authorities (e.g. Fire Department, or an authorized fire and security company) near the barbecue.

47.2 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.

47.3 A resident or visitor must not wear or use inline skates and skateboards anywhere in the buildings, including a strata lot.

47.4 A resident must not permit any person to play or loiter in the garden beds.

47.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

47.6 Except as permitted in Bylaws 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.

47.7 A resident may post notices on the designated bulletin boards, subject to being removed by the council if deemed inappropriate.

47.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

47.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind, or dump cleaning water or other liquids from any balcony, window, stairway or other part of a strata lot or common property.

47.10 A resident must ensure that drapes, blinds, window coverings visible from the outside of the building are cream or white in color.

47.11 A resident must ensure that no air conditioning units, laundry, flags, 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.

47.12 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony or patio that has been designated for the exclusive use of a strata lot:
(a) free-standing, self-contained planter boxes or pots; and
(b) patio/deck furniture and accessories.

47.13 All residents shall ensure that their strata lot stays at a minimum of 10 degrees Celsius so as to prevent pipes and sprinkler system from freezing.

47.14 A resident must not display any seasonal decorations 31 days or more before, or 30 days after the celebrated holidays.

48. No Smoking

48.1 For the purposes of this Bylaw 48, the following definitions apply:

(a) “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;
(b) “vape” or “vaping” includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.

48.2 A resident or visitor must not smoke or vape in, or on the following areas:

(a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, and stairs); and
(b) anywhere on the exterior common property that is within 6 meters of a door, window, air intake, patio or balcony whether or not the patio or balcony is open or is partly or fully enclosed.

48.3 No burning material substances such as cigarettes, matches, shall be permitted to fall out, or be thrown from any window, door, patio, decks or other part of a strata lot or the common property.

49. Exemption from Bylaws and Rules

49.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC *Human Rights Code*.

END OF BYLAWS
Submitted March 26, 2017 HD

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,

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

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

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **LMS 227** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 13, 2017.

[wording of bylaw amendment]

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan LMS 227 (the "**Strata Corporation**") that, pursuant to section 128(1) of the ***Strata Property Act***, all previously adopted bylaws of the Strata Corporation which include bylaws registered January 11, 2002, January 21, 2003, May 12, 2003 and all others that were previously adopted and registered in the land title office, are hereby repealed and replaced with the bylaws set out as attached.

Signature of Council Member

Signature of Council Member

THE OWNERS, STRATA PLAN LMS 227
DIAMOND HEAD PLACE

SCHEDULE OF BYLAWS

(as approved by members at the AGM on June 13, 2017)

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END OF BYLAWS **25**

THE OWNERS, STRATA PLAN LMS 227 – DIAMOND HEAD PLACE
SCHEDULE OF BYLAWS

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" mean 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.

Duties of Owners, Tenants, Occupants 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

1.2 An owner must pay strata fees on, or before the first day of the month to which the strata fees relate.

1.3 Where an owner fails to pay strata fees in accordance with Bylaw 2.1, outstanding strata fees will be subject to:

(a) an interest charge of 10% per annum, compounded annually, and
(b) a fine of $50

1.4 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.

1.5 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with Bylaw 2.3 is a contravention of Bylaw 2.3 and the Strata Corporation may levy a fine of $200 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a charge of $25.

1.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

1.7 Where an owner fails to pay a special levy in accordance with Bylaw 2.5, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually, and
(b) a fine of $200

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 11.1(c) and without limiting Bylaw 3.2, an owner who has the use of a balcony or patio that is designated as limited common property for the exclusive use of their strata lot, is responsible for all regular cleaning of the balcony or patio which includes the surface of the balcony or patio and associated railings.

3.4 With the written permission of council, an owner may install balcony liners or wraps provided they are clear (uncolored) plastic and maintained in good condition.

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 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.

4.2

(a) 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, which includes, but not limited to shrubs, flowers, lawns and grounds. An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
(b) To reduce fire hazards, nothing shall be brought onto, or stored on a strata lot or the common property, including limited common property, which will increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation

4.3 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow:

(a) more than two (2) persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit
(b) more than four (4) persons to occupy a strata lot originally designated by the owner developer as a two- bedroom unit
(c) more than six (6) persons to occupy a strata lot originally designated by the owner developer as a three-bedroom unit.

For the purposes of this Bylaw 4.3, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

4.4 An owner or occupant who alleges hardship as a result of the passage of Bylaw 4.3 may appeal to the council for permission to be exempt from Bylaw 4.3 on the basis of hardship and the council must not unreasonably refuse the appeal.

4.5 The use of large appliances, including, but not limited to, dishwashers, clothes washers, clothes dryers shall be limited to the hours between 7:00 a.m. to 10:00 p.m.

4.6

(a) A resident shall not keep trees, bushes or shrubs on balconies that are of or will grow to a weight beyond the balcony's load capacity or will cause damage, including wear and tear, to the balcony.
(b) A resident may place a reasonable number and size of self- contained potted plants on balconies.
(c) A resident shall not excessively water by hose or other means that would cause water to overflow and affect lower balconies and patios. The owner will make good any damage to any/all strata lots, common property or limited common property caused by such watering.

4.7

(a) Residents are responsible for anyone they admit into the building
(b) Residents shall not admit anyone, either by the enter-phone or otherwise, unless they are satisfied that the individual is entering the building for a legitimate reason.
(c) A resident must not leave an automatic garage door opening remote to underground parking in any vehicle parked on the property. A resident whose remote is lost or stolen must pay to the strata corporation the cost to of a new remote as well as any costs necessary for changing the door opening code following such theft or loss of a remote.

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4.8 In addition to the obligations and liabilities imposed by Bylaw 4, an owner is strictly liable to the Strata Corporation to the extent provided by Bylaw 4.7 for any damage to common property, limited common property, common assets or to any strata lot (including any personal property contained therein) as a result of

(a) any of the following items in owner's strata lot:
    - dishwashers
    - refrigerators
    - garburators
    - washing machines and dryers
    - toilets, sinks, bathtubs and where located wholly within the strata lot, plumbing pipes and fixtures
    - cooking range and microwave and range hood.
    - any item introduced into the strata lot by the owner or prior owners
(b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by the prior owner(s) of the strata lot, regardless of whether such alteration or addition was made by the original developer or by a subsequent contractor;
(c) the freezing and bursting of any pipes in the owner's strata lot, beyond the shut off valve in the owner's furnace room, that arises from a failure to adjust the heating in the strata lot appropriately for the weather;
(d) the freezing and bursting of the fire sprinkler system pipes as a result of failure to comply with the rules or bylaws established by the strata corporation;
(e) a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
(f) any pets residing in, or visiting the owner's strata lot.

5. Pets and animals

5.1 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.

5.2 A resident or visitor must ensure that all pets are leashed when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on the common property which includes lawns and gardens around all buildings and courtyards.

5.3 The keeping of pets in a strata lot is restricted to the following:
(a) up to 2 small caged mammals
(b) up to 2 caged birds
(c) (1) one cat OR (1) one dog

5.4 A resident must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council prior to the pet residing on a strata lot. Applicant is to provide the name of the pet, breed, color and markings, together with the name, strata lot number and telephone number of the pet owner. Council, in considering the application, will assess if the number of pets in the complex is at an acceptable number and if the pet is suitable to have in the complex.

5.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six (6) feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such a pet to be removed permanently from the strata lot, the common property or common asset, or all of them.

5.8 If a resident contravenes Bylaw 5.7, the owner of the strata lot will be subject to a fine of $200.

5.9 Despite Bylaw 5.8, a resident whose pet contravenes Bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.

5.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled, clean and free of fleas. In the case of fleas, residents with pets must allow the council to have the premises inspected for fleas and the owner of the strata lot will be charged for the cost of any treatment required.

5.11 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.

5.12 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.13 Residents shall inform their visitors of the provisions in these Bylaws concerning pets. The owner of the strata lot is responsible for ensuring that visitors to their strata lot comply with the restrictions concerning what pets can be brought onto the premises. The owner of the strata lot in question will be responsible for any damage caused to the common property or another strata lot by their visitor's pet.

5.14 a) A resident or visitor must not feed, or leave out wildlife attractants for birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. In addition, a resident or visitor must comply with the District of Squamish Wildlife Attractants Bylaw.

b) No bird feeders are permitted to be kept on balconies, patios, strata lots, common property or land that is a common asset with the exception of hummingbird feeders. Owners are to ensure that feeders are maintained so they do not drip or leak which could attract nuisance wasps, flies, ants. A "saucer feeder" is recommended to avoid liquids dripping.

5.15 A resident who contravenes any of Bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.14 (inclusive) will be subject to a $200 fine.

NOTE: Guide Dogs and Service Dogs: On January 18, 2016, B.C.'s new *Guide Dog and Service Dog Act* supporting changes to the *Strata Property Act* were put into effect. Residents of and visitors to a strata corporation are permitted to have their BC certified guide dog or service dog in a strata corporate despite any bylaws restricting pets.

6. Inform Strata Corporation

6.1 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 (2) weeks of becoming an owner.
(b) a tenant's name and the names of the persons occupying the strata lot with the tenant within two (2) weeks of the tenancy commencing.
(c) any changes in the names of any persons residing in the strata lot, and
(d) any mortgage or other dealing in connection with the strata lot within two (2) weeks of such mortgaging or other dealing.

6.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

7. Permit entry to strata lot

7.1 A resident or visitor must allow any person(s) 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,

(b) at a reasonable time, on 48 hours' written notice,
   (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act or to insure under Section 149 of the Act, or
   (ii) to ensure a resident's compliance with the Act, Bylaws and Rules

7.2 The notice referred to in Bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with Bylaw 7.1, the owner will be responsible for:
(a) all costs of forced entry incurred by the Strata Corporation if the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
(b) all costs incurred by the Strata Corporation in respect of contractors who must re-attend at the building to access the strata lot.

Alterations to a Strata Lot, Common Property or Limited Common Property

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration that involves any of the following:

(a) the structure of a building;
(b) the exterior of a building (including, but not limited to any alteration which requires penetration of the exterior surface of the building)
(c) patios, balconies, chimneys, stairs, or other things attached to the exterior of a building
(d) doors, windows or skylights on the exterior of a building, or that front on the common property
(e) fences, railings or similar structures that enclose a patio, balcony or yard
(f) common property located within the boundaries of a strata lot
(g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act
(h) flooring,
(i) wiring, plumbing, piping, heating, air conditioning and other services; and
(j) any alteration to common property, including limited common property, or to common assets

8.2 The Strata Corporation may require as part of an application for approval of any alteration under Bylaw 8.1 that an owner must:

(a) submit, in writing, detailed plans and description of the intended alteration; and
(b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council.

8.3 The Strata Corporation may require, as a condition of its approval under Bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
(b) that the standard of work and materials be not less than that of the existing structures;
(c) that all work and materials necessary for the alteration be at the sole expense of the owner;
(d) 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;
(e) 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 benefitted from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to, and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and will become due and payable on the due date of payment of monthly strata fees.

8.4 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.

8.5 If, subsequent to the passage of Bylaws 8.1 to 8.4 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 8.5, 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 8.5, the cost of such restoration will be added to, and become part of the strata fees of that owner for the month 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.

8.6 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.

9. Hard-Surface Flooring

9.1 For the purposes of these Bylaws, “hard surface flooring” includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other materials.

9.2 An owner must, in accordance with Bylaw 8, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.

9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 55 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring.

As a condition of its approval and in addition to any requirements imposed by the council pursuant to Bylaw 8, the council, may require that the owner, at the owner’s sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to council, confirming that the minimum value of 55 for the STC and IIC ratings will be achieved by the owner’s proposed hard surface flooring installation.

9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner’s written request under Bylaw 9.2

10. Conduct of Alterations

10.1 An owner must give the council two working days’ prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or un-bonded tradespersons will result in the levy of fines.

10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation’s disposal containers.

10.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.

10.4 A resident must be responsible to ensure:

(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, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.

10.5 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. “Construction Noise” means any noise, sound or vibration made on or associated with a construction site including one’s own property.

10.6 An owner must be in attendance for all significant alterations, with the determination of significant to be in the discretion of the council

10.7 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

10.8 An owner in contravention of Bylaws 10.1 to 10.7 (inclusive) will be subject to a fine of $200 for each contravention, as well as be responsible for any clean up or repair costs.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by Strata Corporation

11.1 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,
  (ii) and 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. patios, balconies, chimneys, stairs 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 common property;
    E. fences, railings and similar structures that enclose patios, balconies and yards;
    F. parking stalls

(d) a strata lot, but the duty to repair and maintain it is restricted to:

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

11.2 The Strata Corporation must repair & maintain the building envelope in accordance with the building envelope maintenance manual obtained during the building envelope remediation.

Council

12. Council Size

12.1 The council must have at least 3, and not more than 7 members

13. Council Eligibility

13.1 The spouse of an owner may stand for council.

13.2 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 against that strata lot under Section 116(1) of the Act.

14. Council Members' Terms

14.1 The term of office of a council member ends at the end of the Annual General Meeting at which the new council is elected.

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

15. Removing Council Member

15.1 Unless all the owners are on the council, 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 15.1, a 2/3 (two-thirds) vote means a vote in favor 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.

15.2 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.

15.3 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.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the council without a quorum.

15.5 A replacement council member appointed pursuant to Bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing Council Member

16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

16.2 A replacement council member may be appointed from any person eligible to sit on the council

16.3 The council may appoint a council member under Bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.

16.4 If all the members of the council resign or are unwilling or unable to act, 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.

17. Officers

17.1 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.

17.2 A person may hold more than one office at a time, other than the offices of president and vice-president.

17.3 The Vice-President has the powers and duties of the President:
(a) while the President is absent or is unwilling or unable to act,
(b) if the President is removed, or
(c) for the remainder of the President's term if the President ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the President is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling Council Meetings

18.1 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.

18.2 The notice in Bylaw 18.1 does not have to be in writing.

18.3 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.

19. Quorum of Council

19.1 A quorum of the council is:
(a) 1, if the council consists of one member,
(b) 2, if the council consists of 2, 3, or 4 members,
(c) 3, if the council consists of 5 or 6 members, and
(d) 4, if the council consists of 7 members.

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

20. Council Meetings

20.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 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.

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

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

20.5 Despite Bylaw 20.4, 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.

21. Voting at Council Meetings

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

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

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

22. Council to Inform Owners of Minutes

22.1 The council must circulate to, or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of Council's Powers and Duties

23.1 Subject to Bylaws 23.2, 23.3 and 23.4, 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.

23.2 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 23.3.

23.3 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.

23.4 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,
(c) whether a person should be denied access to a recreational facility, or
(d) whether an owner should be granted an exemption from a rental restriction bylaw under Section 144 of the Act.

24. Spending Restrictions

24.1 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.

24.2 Despite Section 98(2) of the Act, the Strata Corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget at an Annual General Meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than $5,000 of the total contribution to the operating fund for current year.

25. Limitation on Liability of Council Member

25.1 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.

25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgement against the Strata Corporation.

25.3 All acts done in good faith by council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

26. Fines

26.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:
(a) $200 for each contravention of a bylaw, and
(b) $50 for each contravention of a rule.

26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaw or rule of the Strata Corporation, levy fines and the fines so levied will be immediately added to the Strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

27. Continuing Contravention

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

Annual and Special General Meetings

28. Quorum of Meeting

28.1 If within ½ hour 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.

This Bylaw 28.1 is an alternative to Section 48(3) of the Act. This Bylaw does not apply to a meeting demanded pursuant to Section 43 of the Act and failure to obtain a quorum for a meeting demanded to Section 43 terminates, and does not adjourn, that meeting.

29. Person to Chair Meeting

29.1 Annual and Special General Meetings must be chaired by the President of the council.

29.2 If the President of the council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the council.

29.3 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, eligible to vote, who are present at the meeting.

30. Participation by Other Than Eligible Voters

30.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

30.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

30.3 Tenants and occupants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

31. Voting

31.1 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.

31.2 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

31.3 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.

31.4 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.

31.5 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.

31.6 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.

31.7 Despite anything in this Bylaw 31, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

32. Electronic Attendance at Meetings

32.1 A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other. For council meetings by electronic means, see 20.2 and 20.3 of these bylaws.

33. Order of Business

33.1 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.

33.2 Despite Bylaw 33.1, the order of business at an Annual or Special General Meeting may be amended by a majority vote resolution passed at the same meeting.

Voluntary Dispute Resolution/Request for Council Hearing

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 part to the dispute if:

(a) all the parties to the dispute consent, and
(b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.

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.

Small Claims Court Proceedings

35. Authorization to Proceed

35.1 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 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.

Marketing Activities by Owners

36. Sale or Rental of a Strata Lot

36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.
36.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

Insurance and Responsibility

37. Insuring against Major Perils

37.1 The Strata Corporation must insure against major perils, as set out in Regulation 9.1(2), part of Section 149 of the Act, including, without limitation, earthquakes. Major perils mean the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism and malicious acts.

38. Resident Insurance

38.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

39. Responsibility of Owners

39.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, 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 strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

39.2 For the purposes of Bylaws 4 and 39.1, any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the strata insurance proceeds received by the Strata Corporation and will be charged to the owner.

40. Resident Responsibility for Children and Visitors

40.1 Residents are responsible for the conduct of their visitors, as well as 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 disturb the rights of quiet enjoyment of others.

40.2 Residents are responsible to assume liability for and properly supervise activities of children, including, but not exhaustively, bicycling and skateboarding

Parking and Storage

41. Parking

41.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to be parked or stored on common property, limited common property or land that is a common asset. No motor vehicles exceeding 3200 kilograms (g.v.w.), shall be parked or brought to the property except when used for delivery to, or removal from the premises.

41.2 A resident must not store unlicensed or uninsured vehicles which are not in working order on the common property, limited common property or on land that is a common asset and will be subject to removal by a towing company at the owner's expense.

41.3 A resident storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.

41.4 An owner must not sell, rent, or license the use of parking stalls to any person other than a resident.

41.5

a) A resident must park only in the parking stall assigned to the resident's strata lot, unless private arrangements with other owners or rental arrangements are made through the management company or the council. A resident will display a parking pass (which indicates the strata unit number) in a visible location on their vehicle at all times while on strata property.

b) Guest parking is permitted in visitor spaces only. A guest parking pass must be visibly displayed on the vehicle while on strata property. (Each owner will be provided with two guest passes)
c) If passes are lost, stolen, or misplaced, an owner is responsible for contacting Property Management for replacement at the owner's expense.

41.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, driveway access and fire lanes.

41.7 Any resident or visitor vehicle parked in violation of Bylaw 41.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

41.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, 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.

41.9 Residents and tenants are not permitted to use Visitor parking spaces at any time, and will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

41.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area.

41.11 A resident or visitor must not park or store any vehicle that drips oil or gasoline. Vehicles dripping excess oil, gasoline, or any other fluids will be prohibited from parking in parking areas or on any common or limited common property of the Strata Corporation until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the strata council, clean up all areas affected. Failure to do so within seven (7) days of receipt of the notice shall result in the strata council cleaning the areas and charging the owner with the costs incurred.

41.12 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.

41.13 Undercover parking stalls may only be used to store properly insured vehicles, motorcycles, bicycles, and tires unless otherwise approved by council. All approved items must be contained within the limits of the parking space.

Open parking spaces may not be used for any other purpose other than parking a vehicle.

41.14 No motor vehicle shall be permitted to make excessive noise, either with engines, radios or squealing tires on the common property.

42. Storage Lockers and Bicycles

42.1 A resident must store bicycles only in underground parking, balconies or covered parking spaces. Bicycles are not to be hung or attached to any part of the exterior, be it limited common property or common property. This includes, but is not limited to, balconies, roofing, soffits, pipes and building siding.

42.2 All bicycles being moved inside Buildings A, B, C, D, E are not permitted in the stairways, or locked to stairway railings. Elevators must be used. No riding bicycles or skateboards on carpets which may cause burn, soiling or other damage to the carpets.

42.3 A resident must not store any volatile material or dangerous goods in storage lockers.

42.4 A resident must not store or erect materials in the storage locker that would contravene the fire code.

42.5 A resident must only use the storage locker assigned to that strata lot, except for private arrangements made with other owners.

42.6 Items not secured in a locker are subject to removal by the Strata Corporation.

Moving

43. Moving in/out Procedures

43.1 An owner must ensure that any tenants conform to the *Move- In* and *Move -Out* guide lines established by council from time to time.

43.2 A resident must provide notice to the Strata Corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 7:00 a.m. and 9:00 p.m.

43.3 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.

43.4 Protective blankets must be used in the elevators when moving large items to and from strata lots. Arrangements to be made with the property management company for blankets.

43.5 A resident must ensure that all common areas are left damage free and clean immediately upon completion of the move.

43.6 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture and other items from the move are not left piled in the lobby area.

43.7 A resident must pay a *non-refundable* fee of $100.00, whether moving in or out, 48 hours prior to any move.

43.8 A resident contravening Bylaws 43.1 to 43.6 (inclusive) will be subject to a fine of $200.

Appearance of Strata Lots and Common Property

44. Cleanliness

44.1 A resident must not allow a strata lot to become unsanitary or untidy or throw, pile or store rubbish, dust, garbage, boxes, packing cases, unwanted move in/move out items, and other similar refuse in a strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.

44.2 Parking spaces, balconies, patios are not to be used for storage purposes.

44.3 A resident must ensure that:

(a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose in the common refuse compound,
(b) recyclable material is kept in designated containers at the common refuse compound and all cardboard boxes must be flattened before depositing in common cardboard container provided at the compound,
(c) material other than recyclable or ordinary household refuse and garbage shall be taken to the municipal landfill.
(d) these materials include, but are not limited, to moving boxes, mattresses, furniture, appliances

44.4 A resident must not add to, or alter the location of any plants, shrubs, trees, or other planted material in any part of the common property which forms part of the landscaping plan without the prior written approval of the strata council. Residents are not to take cuttings or cause damage to plants for personal use and enjoyment.

44.5 The keeping of shoes, boots, umbrellas and any other personal items in the common property hallways is not permitted.

Rentals and Short Term Accommodation

45. Residential Rentals

45.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form "K".

45.2 Within two (2) weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Form "K" – Notice of Tenant's Responsibilities, signed by the tenant, in accordance with Section 146 of the Act.

46. Use of a Strata Lot for Short Term or Temporary Accommodation

46.1 A strata lot must not be used for short-term accommodation purposes, such as bed-and-breakfast, lodging house, hotel, home exchange, time share, extended vacation rental, temporary housing, corporate housing or vacation rental. 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.

Miscellaneous

47. Miscellaneous

47.1 A resident or visitor must not use or store barbecues on common property. Additionally, a resident or visitor must not use charcoal barbecues on common property, including limited common property. A resident or visitor may use an electric or propane barbecue on a balcony or patio provided they keep a fire extinguisher that is tagged, licensed and inspected by the appropriate authorities (e.g. Fire Department, or an authorized fire and security company) near the barbecue.

47.2 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.

47.3 A resident or visitor must not wear or use inline skates and skateboards anywhere in the buildings, including a strata lot.

47.4 A resident must not permit any person to play or loiter in the garden beds.

47.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

47.6 Except as permitted in Bylaws 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.

47.7 A resident may post notices on the designated bulletin boards, subject to being removed by the council if deemed inappropriate.

47.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

47.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind, or dump cleaning water or other liquids from any balcony, window, stairway or other part of a strata lot or common property.

47.10 A resident must ensure that drapes, blinds, window coverings visible from the outside of the building are cream or white in color.

47.11 A resident must ensure that no air conditioning units, laundry, flags, 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.

47.12 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony or patio that has been designated for the exclusive use of a strata lot:
(a) free-standing, self-contained planter boxes or pots; and
(b) patio/deck furniture and accessories.

47.13 All residents shall ensure that their strata lot stays at a minimum of 10 degrees Celsius so as to prevent pipes and sprinkler system from freezing.

47.14 A resident must not display any seasonal decorations 31 days or more before, or 30 days after the celebrated holidays.

48. No Smoking

48.1 For the purposes of this Bylaw 48, the following definitions apply:

(a) “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;
(b) “vape” or “vaping” includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.

48.2 A resident or visitor must not smoke or vape in, or on the following areas:

(a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, and stairs); and
(b) anywhere on the exterior common property that is within 6 meters of a door, window, air intake, patio or balcony whether or not the patio or balcony is open or is partly or fully enclosed.

48.3 No burning material substances such as cigarettes, matches, shall be permitted to fall out, or be thrown from any window, door, patio, decks or other part of a strata lot or the common property.

49. Exemption from Bylaws and Rules

49.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC *Human Rights Code*.

END OF BYLAWS
Submitted March 26, 2017 HD

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act,* RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Form I

Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS227 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on Wednesday May 13, 2020.*:

Bylaw 48.2 replaces 48.2 that was filed August 11, 2017. (CA6215945)

48. No Smoking Bylaw

48.2 Smoking is prohibited

a) in a strata lot;
b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical rooms and mechanical rooms;
c) on patios and balconies;
d) within three metres of a door, window or air intake;
e) on the exterior common property, including but not limited to sidewalks and parking areas; and
f) on any land that is a common asset

48.4 All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.

Signature of Council Member | Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

Ratified Rules

Strata Plan LMS 227 - Diamond Head Place

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1. DIAMOND HEAD PLACE PARKING RULES

a) Any vehicle that does not display a valid Diamond Head Place visitor parking pass is subject to being removed.
b) A resident may not park their own vehicle in designated visitor parking space.
c) No visitor's vehicle may occupy any designated visitor area(s) for a period in excess of seven (7) days in any calendar month unless approval has been received from the Strata Council, the Strata Manager or the Strata Management Company.
d) The passes are property of the individual strata lots. (So, if you move from the complex, remember to provide your pass to the new owner. The replacement cost for each lost or stolen pass is $50.00.)
e) 72 hours maximum is allowed for visitors to use the visitor stalls consecutively.
f) Strata Rental Parking spaces must display a valid parking pass that notes stall number. Spaces are rented on a first come, first serve basis and can be rented for up to one year. Regular visitor passes are not applicable. The fee for renting these spaces are $50.00 per calendar month.

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act,* RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Form I

Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS227 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on Wednesday May 13, 2020.*:

Bylaw 48.2 replaces 48.2 that was filed August 11, 2017. (CA6215945)

48. No Smoking Bylaw

48.2 Smoking is prohibited

a) in a strata lot;
b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical rooms and mechanical rooms;
c) on patios and balconies;
d) within three metres of a door, window or air intake;
e) on the exterior common property, including but not limited to sidewalks and parking areas; and
f) on any land that is a common asset

48.4 All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.

Signature of Council Member | Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
JUN 14 2022 10:34:50.001
CB726

1. Contact

Document Fees: $30.53

DYNAMIC PROPERTY MANAGEMENT LTD.
37885 Second Avenue
Squamish BC V6B 0R2
604-815-4654

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type	LTO Document Reference
Form-I Amendment to Bylaws	

3. Description of Land

PID/Plan Number	Legal Description
LMS227	**THE OWNERS, STRATA PLAN LMS227**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Alan Ives Chim GBW49K

Digitally signed by Alan Ives Chim GBW49K
Date: 2022-06-14 10:22:23 -07:00

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Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **LMS 227** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on April 27, 2022.

[wording of bylaw amendment]

BE IT RESOLVED by a ¾ vote of THE OWNERS, STRATA PLAN LMS 227 (the "Strata Corporation") that the OWNERS hereby approve to replace bylaw 48.2 with the revised wording of the following bylaw and add bylaw 48.2:

48. No Smoking Bylaw

48.2 Smoking/vaping is prohibited

a) in a strata lot;
b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical rooms and mechanical rooms;
c) on patios and balconies;
d) within three metres of a door, window or air intake;
e) on the exterior common property, except within two metres of the designated 'smoking area' post including but not limited to sidewalks and parking areas; and
f) on any land that is a common asset

16. Replacing a council member

16.5 A Strata Council member who misses three meetings in the course of one fiscal year will automatically be resigned from the strata council. Hardship exempted.

Signature of Council Member

Signature of Council Member

Ratified Rules

Strata Plan LMS 227 - Diamond Head Place

---

1. PARKING

a) Any vehicle that does not display a valid Diamond Head Place visitor parking pass is subject to being removed.
b) A resident may not park their own vehicle in designated visitor parking space.
c) No visitor's vehicle may occupy any designated visitor area(s) for a period in excess of seven (7) days in any calendar month unless approval has been received from the Strata Council, the Strata Manager or the Strata Management Company.
d) The passes are property of the individual strata lots. (So, if you move from the complex, remember to provide your pass to the new owner. The replacement cost for each lost or stolen pass is $50.00.)
e) 72 hours maximum is allowed for visitors to use the visitor stalls consecutively.
f) Strata Rental Parking spaces must display a valid parking pass that notes stall number. Spaces are rented on a first come, first serve basis. Regular visitor passes are not applicable. The fee for renting these spaces is $100.00 per calendar month.

2. Enterphone

a) Each resident is entitled to have the enterphone programmed to their strata once after the move in fee is paid (bylaw 43.7) A fee of $20.00 will be charged to the strata lot should additional changes be made for the programming of the enterphone.

Updated: April 25, 2024

Strata Property Act Filing

Document Fees: $33.01

1. Contact

DYNAMIC PROPERTY MANAGEMENT LTD.
37885 Second Avenue
Squamish BC V6B 0R2
604-815-4654

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type	LTO Document Reference
Form-I Amendment to Bylaws	

3. Description of Land

PID/Plan Number	Legal Description
LMS277	**THE OWNERS, STRATA PLAN LMS277**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther QKY7MA

Digitally signed by Marnie Gunther QKY7MA
Date: 2025-05-02 12:10:32 -07:00

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Form I

Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS277 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on Tuesday April 29, 2025.*:

8 Alterations to a Strata Lot, Common Property or Limited Common Property

8.7 An owner or resident may install a privacy screen to the inside perimeter of their balcony railings or patio lattice structure on common property subject to the following conditions:

a) A ground floor patio may only use a grey mesh that matches the lattice paint colour or current paint colour of the day, in accordance to Schedule 'A';

b) Second and third level strata lots may only use a black mesh privacy screen and only attached to the inside perimeter of the railings in accordance to Schedule 'B'.

c) The privacy screen must be properly secured and kept clean and without rips or tears.

d) Failure to comply with these conditions can result with the strata lot being fined in accordance to bylaw 26.1(a)

Signature of Council Member

Signature of Council Member

Signature of Second Council Member (not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.