

L.T.O. REGISTRATION #CA 2410959
FEBRUARY 27, 2012

REGISTERED BYLAWS
SOMMERVILLE GARDENS
L.M.S. 2612

Attached are the Bylaws of Strata Plan LMS 2612. For legal purposed please obtain a true copy as registered at the Land Titles Office.

Amended: January 10, 2012
Registration #: CA 2410959.

**STRATA PLAN LMS 2612 - SOMMERVILLE GARDENS
BYLAWS
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BYLAWS OF L.M.S. 2612 SOMMERVILLE GARDENS

Preamble

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

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these Bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

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

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. (SPA 1)
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the Strata Corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00 excluding all bank charges.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.5.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3. Repair and maintenance of property by owner

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
(SPA 2(1))

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. **(SPA 3(2) modified)**
- (f) increase the risk of fire

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 or the Act. **(SPA 3(2) modified)**

4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

4.4 Indemnity and Insurance:

[Jan., 2012]

a. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

b. In such circumstances, and for the purposes of bylaws 4.1, 4.2, and 4.3, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

c. All residents shall file proof of Personal Property Insurance, Liability Coverage with the Property Manager within 30 days of it taking effect and annually in January of each subsequent year.

- 4.5 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 more than six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit. For the purposes of this bylaw 4.5, 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.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the council for permission to be exempt from bylaw 4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.

5. Pets and Animals

- 5.1 A resident or visitor must not keep any pets 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 animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.3
- A) 1) Pets are defined as domesticated animals kept for pleasure rather than utility. No more than three (3) pets are permitted per unit.
2) Seeing eye dogs are permitted, along with all pets used for medical purposes.
- B) No Strata Lot owner or guest will permit an animal to travel or walk on any Common Property areas of the Strata Plan or within the boundaries of LMS 2612, Sommerville Gardens unless under the positive control of an Owner.
- C) An Owner who keeps a pet which proves to be a nuisance, whether in the Strata Lot or on common property, will be ordered in writing by the Strata Council to control the pet and to eliminate the nuisance. In the event that the Owner fails to control the pet after receipt of one warning, a second warning notice will be given by the Strata Council ordering the removal of the animal permanently from the Strata Corporation. If the owner fails to comply within seven days of receiving the second written notice they will be fined \$100.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.
- D) All pets must be controlled so as to prevent fouling of common property. Any damage caused by fouling of the common property will be repaired at the owner's expense. All excrement deposited on the common property by pets must be removed by the Owner.
- Failure to do so will result in a \$25.00 fine per occurrence in addition to any repair cost.
- E) No Strata Lot Owner shall feed pigeons, gulls, or birds that are considered to be a nuisance, rodents or any other animals of any type from their Strata Lot or anywhere in close proximity to the Strata Plan or within the complex boundaries.
- F) No owner shall keep any pet that is considered by the Council to be vicious or inappropriate for a family oriented complex.
- G) An owner or occupant shall notify the Strata Council in writing within 30 days of acquiring a pet, including its description.

- H) An occupant is responsible for the pets of any guests. The owners of the pets of any guests which remain in a strata lot for more than 30 days must notify the Strata Corporation and abide under the provisions of these bylaws.
- 5.4 A resident must not harbour 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 within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.6 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 the 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 pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.7 If a resident contravenes bylaw 5.6, the owner of the strata lot will be subject to a fine of \$25.00.
- 5.8 Notwithstanding bylaw 5.7, a resident whose pet contravenes bylaw 5.6 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.
- 5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.10 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.
- 5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.12 A resident who contravenes any of bylaws 5.1 to 5.6 (inclusive) or 5.9 to 5.12 (inclusive) will be subject to a \$25.00 fine.

6. Inform Strata Corporation

- 6.1 An owner must notify the Strata Corporation of:
- (a) within two weeks of becoming an owner an owner must notify the Strata Corporation of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, and
- 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. (SPA 4(2) modified)

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services. **(SPA 5(1) (a) to (g) modified)**
- 7.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration. **(SPA 5 (2) modified)**
- 7.3 An owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property or common assets. **(SPA 6 (1) modified)**
- 8.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.
- 8.3 **(SPA 6 (2) modified)** The Strata Corporation may require, as a condition of its approval, 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 shall have been owner, indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner *from time to time* of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall 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 no necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall 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 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the 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 alteration to its original condition, the strata corporation may conduct the restoration at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

9. Renovations/Alterations

9.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials, which involve parking or actual material delivery.

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

9.3 An owner must ensure that the delivery of any construction materials is through the parking lot and not deposited on any roadways, driveways or common property.

9.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays.

To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

9.5 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be at the discretion of the council.

- 9.6 An owner performing or contracting with others to perform renovations or alterations will be responsible financially and otherwise for ensuring that any and all required permits and licenses are obtained.
- 9.7 An owner in contravention of bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention as well as be responsible for any clean up or repair costs.

10. Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (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.
(SPA 7(1) modified)
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation
- 10.3 The notice referred to in Bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry. **(SPA (1) modified)**

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, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building
 - C. patios, chimneys, stairs, and other things attached to the exterior of a building;

- D. doors, windows on the exterior of a building or that front on common property;
- E. fences, railings, and similar structures that enclose patios and yards.

(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, chimneys, stairs and other things attached to the exterior of a building,
- (iv) doors, windows on the exterior of a building or that front on common property, and
- (v) fences railings and similar structures that enclose patios and yards (SPA 8 modified).

Council

12. Council Size

12.1 The Strata Council shall consist of not less than three (3) or more than 7 Owners and shall be elected at each Annual General Meeting.

13. Council eligibility

13.1 The spouse of an owner may stand for council.

13.2 No person may stand for council or, in the discretion of remaining members of Council, 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.

13.3 No person may stand for council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

13.4 No person may stand for Council or, at the sole discretion of the remaining members of Council, continue to be on Council with respect to a strata lot if the member misses two or more Council meetings without prior notification. (adopted by the owners by $\frac{3}{4}$ resolution on Feb. 19, 2002)

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. **(SPA 10 (1))**

14.2 A person whose term as council member is ending is eligible for reelection. **(SPA 10 (2))**

15. Removing council member

15.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more council members. The

Strata Corporation must pass a separate resolution for each council member to be removed. **(SPA 11(1) modified)**

- 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. **(SPA 12 (1) modified)**
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council. **(SPA 12(2))**
- 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. **(SPA 12(3))**
- 16.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings. **(SPA 12(4) modified)**

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. **(SPA 13(1))**
- 17.2 A person may hold more than one office at a time, other than the offices of President and Vice-President. **(SPA 13(2))**
- 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. **(Spa 13(3) modified)**

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. **(SPA 13 (4) modified)**

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. **(SPA 14 (1))**

18.2 The notice in bylaw 18.1 does not have to be in writing. **(SPA 14(2) modified)**

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. Requisition of council hearing

19.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request. **(SPA 15 (1) modified)**

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application. **(SPA15(2) modified)**

19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing. **(SPA 15 (3))**

20. Quorum

20.1 A quorum of the council is

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

20.2 Council members must be present in person at the council meeting to be counted in establishing quorum. **(SPA 16 (2))**

21. Council Meetings

- 21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meeting as it thinks fit.
- 21.2 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. **(SPA 17(1))**
- 21.3 If a council meeting is held by electronic means, council members are deemed to be present in person. **(SPA 17(2))**
- 21.4 Owners and spouses of owners may attend council meetings as observers, with the prior permission of council. **(SPA 17(3) modified)**
- 21.5 Despite bylaw 21.4, 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. **(SPA 17(4) modified)**

22. Voting at council meetings

- 22.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting. **(SPA 19(1))**
- 22.2 If there is a tie vote at a council meeting, the President may break the tie by casting a second, deciding vote. **(SPA 18(2) modified)**
- 22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes. **(SPA 18(3) modified)**

23. Council to inform owners of minutes

- 23.1 The council must circulate to or post for owners the minutes of all council meetings within 4 weeks of the meeting, whether or not the minutes have been approved. **(SPA 19 modified)**

24. Delegation of council's powers and duties

- 24.1 Subject to bylaws 24.2, 24.3 and 24.4, 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. **(SPA 20 (1) modified)**
- 24.2 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 24.3 **(SPA 20(2)(b) modified)**

24.3 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. **(SPA 20(3)(a) & (b))**

24.4 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. **(SPA 20(4)(a), (b), (c) modified)**

25. Spending Restrictions

25.1 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. **(SPA 21(1))**

26. Limitation on liability of council member

26.1 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. **(SPA 22 (1))**

26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation. **(SPA 22(2) modified)**

26.3 All acts done in good faith by the council 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

27. Fines

27.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:

- (a) **\$100.00** for each contravention of a bylaw, and
- (b) **\$50.00** for each contravention of a rule. **(SPA 23 (a) & (b) modified)**

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

28. Continuing contravention

28.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of 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. **(SPA 24 modified)**

Annual and Special General Meetings

29. Quorum of meeting

29.1 If within 15 minutes from the time appointed for an Annual or Special General Meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 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 pursuant to section 43 terminates, and does not adjourn, that meeting.

30. Person to chair meeting

30.1 Annual and special general meetings must be chaired by the President of the council. **(SPA 25(1))**

30.2 If the President of the council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the council. **(SPA 25(2))**

30.3 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. **(SPA 25(3)modified)**

31. Participation by other than eligible voters

31.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote. **(SPA 26(1))**

31.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting. **(SPA 26(2) modified)**

31.3 Tenants 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. **(SPA 26(32))**

32. Voting

32.1 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.

- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 32.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of the bylaws or rules, for which the owner is responsible under section 131 of the Act.
- 32.4 At an Annual or Special General Meeting, voting cards must be issued to eligible voters. **(SPA 27(1))**
- 32.5 At an Annual or Special General Meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count. **(SPA 27(2))**
- 32.6 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method. **(SPA 27(3))**
- 32.7 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting. **(SPA 27(4))**
- 32.8 If there is a tie vote at an Annual or Special General Meeting, the President, or if the President is absent or unable or unwilling to vote, the Vice-President, may break the tie by casting a second deciding vote. **(SPA 27(5))**
- 32.9 Despite anything in bylaws 32.1 to 32.8 (inclusive), 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. **(SPA 27(7) modified)**

33. Electronic attendance at meetings

- 33.1 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.
- 33.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

34. Order of Business

- 34.1 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. **(SPA 28(a) to (n))**

35. Voluntary dispute resolution

35.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if

- (a) all parties to the dispute consent, and
- (b) The dispute involves the Act, the regulations, the bylaws or the rules. **(SPA 29(1))**

35.2 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. **(SPA 29(2))**

35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute. **(SPA 29(3))**

Small Claims Court Proceedings

36. Authorization to Proceed

36.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from any owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal 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, omissions, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owners and Occupants

37. Sale of a strata lot

- 37.1 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.

Insurance

38. Insuring against major perils

- 38.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2) including without limitation, earthquakes.

Parking

39. Parking

- 39.1 A resident must not permit any oversized, commercial or recreational vehicles including but not exhaustively, boats, trailers and campers to enter or be parked for more than 24 hours or stored on common, limited common property or land that is a common asset. Special permission from Council can be given at their discretion for a maximum of 72 hours.
- 39.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 39.3 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 39.4 Any resident's vehicle parked in violation of bylaw 39.3 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.
- 39.5 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 39.6 A resident or visitor operating a vehicle on the common roadways must not exceed 10 km/hour.
- 39.7 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline, or other automotive residue.
- 39.8 No vehicle shall park in a manner that will reduce the width of the roadway, neighbour's parking space or walkways. Vehicles will be removed without notice, at the owner's expense.
- 39.9 No owner/resident shall park in any of the designated visitor parking areas
- 39.10 All strata lots will be issued one visitor parking pass.

[Jan., 2012]

39.11 A Vehicle parked in a designated Visitor Stall must display a valid parking pass or the vehicle will be towed from the property at the vehicle owner's expense. [Jan., 2012]

39.11 The maximum stay in Visitor Parking shall be seven (7) continuous days within a six-month period, unless prior written consent of the Strata Council has been received. [Jan., 2012]

Appearance of Strata Lot

40. Cleanliness

40.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the 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.

40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals or Leasing of Strata Lots

(Adopted by ¾ vote resolution by the owner on December 5, 2007)

41 Residential Rentals

41.1 (a) (i) Owners of strata lots are prohibited from leasing or renting their strata lot.
(ii) Owners who purchased their strata lot before December 5, 2007 will be exempt from bylaw 41.1(a)(i) except as provided for in the provisions of the Strata Property Act, or such time as the strata lot is sold to an owner/occupier of the strata lot.
(iii) Owners who purchased their strata lot between October 2, 2001 and December 5, 2007 must comply with the rental restriction limiting the number of strata lots that may be leased or rented to six (6).

- (b) No owner shall rent or lease their unit on anything less than a yearly basis, or such longer term as the Council May establish.
- (c) These limitations shall be administered and enforced by the Strata Council.
- (d) The Strata Council reserves the right to exceed the limitations set out in this Bylaw should it be deemed necessary, bases on a hardship case or extenuating circumstances.

41.2 For the purpose of enforcing these limitations, the following administrative provisions apply:

- (a) An Owner who wishes to lease a Strata Lot shall first obtain approval from the Strata Council. The owner shall deliver to the Strata Council or the Property Manager contracted by the Strata Corporation a written request for a Lease Permit together with the following:
 - i) The name, occupation and address of each tenant or person who will occupy the Strata Lot during the term of the proposed lease.
 - ii) Where applicable, the business telephone number of the tenant or tenants;
 - iii) The commencement date and term of the lease.

- iv) A completed 'Form K - Notice of Tenant's Responsibilities' (SPA 146)
 - v) If requested by the Strata Council, a security deposit in an amount not to exceed \$400.00 to be held by the Strata Corporation for the purposes set forth in this bylaw.
- (b) Upon receipt of a written request for a Lease Permit from an Owner together with the items and information outlined above, the Strata Council or the Property Manager employed by the Strata Corporation may within 14 days of receipt of the request either:
- i) issue a Lease Permit to the Owner, or
 - ii) Advise the owner the request has been denied.
- (c) Only a Strata Lot in respect of which a Lease Permit has been issued pursuant to this Bylaw and which has not been cancelled pursuant to this Bylaw maybe leased by the Owners.

41.3 A Lease Permit shall be deemed to be cancelled in any of the following events:

- (a) In the event that the tenant or tenants named in the Lease Permit cease to occupy the Strata Lot names in the Permit as their principal residence, or;;
- (b) In the event that the Owner and/or the tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws and the Rules and Regulations of the Strata Corporation for a period of thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
- (c) In the event that the lease in respect of which it was issued is terminated, assigned, or sub-let or expires without renewal.

41.4 Sub-leasing of the Strata Lot or portions thereof shall not be permitted.

41.5 Any owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding Section 27(1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each contravention of this Bylaw.

41.6 A security deposit paid to the Strata Corporation pursuant to Section (2) (a) (v) of This Bylaw shall be held by the Strata Corporation on the following terms and conditions: (amended January 2011)

- (a) The Security Deposit will be held by the Strata Corporation for the duration of the rental period.
- (b) The Strata Corporation may apply the full amount of the deposit or any portion thereof on account of any monies payable to the Strata Corporation under these Bylaws or with respect to any damage, loss, or expense suffered by the Strata Corporation as a result of damage or injury to he common property, assets, or common facilities of the Strata Corporation caused by any person occupying the Strata Lot in respect of which the deposit is made;
- (c) The balance of the deposit, if any, shall be repaid by the Strata Corporation to the Owner in any of the following events;
 - i) if the Strata Lot in respect of which the deposit is made becomes vacant or unoccupied; or
 - ii) if the Owner retakes possession of the Strata Lot as his or her principal residence; or

- iii) if a new Lease Permit is issued with respect to the Strata Lot.
- 41.7 The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly or continuously contravenes a reasonable and significant Bylaw or rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (Section 138 of the Strata Property Act)
- 41.8 Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be undertaken by the Strata Council, and all legal and other costs incurred will be charged to the Strata Lot Owner.
- 41.9 The Strata Corporation shall remove and dispose of any property or possessions remaining on common property after notice to remove and dispose of the property has been given to the tenant and the costs of such removal and disposition shall be charged to the Strata Lot Owner.
- 41.10 Should any Owner of a Strata Lot lease or rent the Strata Lot in contravention of the limitations contained in this Bylaw, the Strata Council shall be entitled to take any or more of the following actions:
- (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Lot; or
 - (b) Notwithstanding Section 27(1) of these Bylaws, levy a fine not to exceed \$500.00 for each month in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continued rental or leasing of such Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (d) Should any portion of this Bylaw be deemed unenforceable by any Court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 41.11 Notwithstanding the provisions of this Bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished unit during the absence for a period not exceeding one (1) year, providing the required Form "K" has been completed.

Visitors and Children

42 Children and Supervision

- 42.1 Residents are responsible for the conduct of visitors 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.

- 42.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the council, will not disturb the quiet enjoyment of others.
- 42.3 Residents are responsible to assume liability for and properly supervise activities of children including but not exhaustively, bicycling, skateboarding and hockey.

43 Miscellaneous

- 43.1 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.
- 43.2 A resident or visitor must not wear or use inline skates and skateboards, scooters or related equipment **ANYWHERE** on common property which Council considers to be a nuisance.
- 43.3 A resident must not permit any person to loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 43.4 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, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 43.5 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 43.6 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 43.7 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 43.8 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.
- 43.9 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 43.10 An owner must ensure that Christmas lights are installed after November 1st of the year approaching Christmas and removed before February 1st of the year following Christmas. All staples and nails must be removed also.

- 43.11 No owner may install a hot tub, satellite dish, or antennae on common property without prior written authorization from the Strata Council and all adjacent neighbours.
- 43.12 No one may have access to the roof of the Strata unless authorized by the Strata Council
- 43.13 No climbing plants, trellises or arbors shall be grown directly on or attached on the exterior of the building or fences.
- 43.14 Outdoor Appliances: Use of a barbecue, hibachi, or other like cooking or heating device on a strata lot, limited common property or common property is prohibited unless such barbecue, hibachi or other like cooking or heating device is powered by propane, natural gas or electricity.

44. Official Communications With The Strata Council

- 44.1 Official communications with the Strata Council shall be in writing, signed by the owner, or agent and directed to:

The Chair
Strata Corporation LMS 2612
C/o The Property Management Company or
Put in the Strata Council mailbox

- 44.2 The Strata Council will inform all owners of the name and address of the property management company whenever the property management company changes.
- 44.3 Official communications from the Strata Council shall be in writing and signed by at least two members of the Strata Council, or, if authorized by Council, from the property management company on Behalf of The Strata Council.

45 UNIT GARDENING GUIDELINES

(amended January 2011)

45.1 Common or Limited Common Property

All Strata property outside the Strata Unit is Common Property or Limited Common Property. By default, the Strata Corporation is responsible for all gardening on Common Property or Limited Common Property.

45.2 Strata Corporation Responsibility

The Strata Corporation is responsible for planting and maintaining all plant and landscape material including the beds, lawns and gravel in the front, side and back yards. This includes the large architectural trees and planting as well as all privacy hedges. This responsibility does not include potted plants or hanging baskets.

45.3 Owner Responsibility

1. Owners are responsible to water all trees, grass, plants and landscape material adjacent to their unit as needed.
2. Owners are also responsible for plant damage caused by residents, guests, pets or barbecues. The Strata Corporation will replace damaged plants at the owner's expense.

3. Owners who wish to place hanging baskets in the front of their unit or potted plantings on their driveway in the front of their units are permitted to do so. Owners are required to remove the baskets and pots at the end of the season and dispose of the plant material.
4. The Strata Corporation retains responsibility for the streetscape and all front yards in Sommerville Gardens.
5. Owners who wish to take on the responsibility for planting and maintaining the beds in the back or side yard can apply to the Strata Corporation to take on that responsibility. The Strata Corporation will retain responsibility for the large architectural trees and plantings as well as all privacy hedges and lawns.
6. Owners need to apply in writing to the Property Management Company to take on the maintenance of their planting beds. The application must include a diagram indicating which beds are to be included and a written description of the proposed plantings. The Strata Council will discuss the application at the next scheduled meeting.
7. Owners who assume the "Owner Maintained" responsibility must sign an Indemnity Agreement committing to maintain the yard to a standard acceptable to a majority of Council members. The owner agrees to indemnify the Strata Corporation from all subsequent costs as a result of their gardening activity.
8. Where a property is sold, the responsibility for the "Owner Maintained" garden is transferred to the new Owner, or the garden is returned to "Strata Maintained" condition at the Owner's expense.
9. Owners will participate in a program where their yard will be marked for the Landscape Maintenance Gardeners to do no bed maintenance. Landscape Maintenance Gardeners will continue to mow and care for the lawn, care for large architectural trees and plantings as well as all privacy hedges in the yard and remove fall leaves and litter.
10. Owners are encouraged to plant low maintenance, drought tolerant, West Coast suited and water efficient plants.
11. Invasive creeping plants such as, but not limited to, English Ivy, Snow on the Mountains, Periwinkle, Lily of the Valley, which choke out other plants, are not approved for use in the landscape design and will be removed from beds by the Landscape Maintenance Gardener at the owner's expense.
12. Climbing plants, trellises or arbors grown directly on or attached to the exterior of the building or fences are not approved for use.
13. Plants that grow so as to interfere with the soffits are not approved for use.
14. Owners may revert to "Strata Maintained" status by requesting the change, in writing, to the Property Management Company. The beds will be returned to low maintenance planting suitable for maintenance by a Landscape Maintenance Company. The work can be done either by the Owner or by a third party gardener arranged by the Strata Corporation and paid for by the Owner.
15. Owners who have opted to maintain the beds in their garden, but who do not maintain the yard to a standard acceptable to a majority of Council Members may:
 - i. be requested by the Strata Corporation to improve their standard of maintenance, or
 - ii. have their garden returned to low maintenance plantings suitable for maintenance by a Landscape Maintenance Company at the Owner's expense.

45.4 **Implementation**

Upon approval of this Bylaw, all yards are deemed to be "Strata Maintained". Owners who wish to assume the "Owner Maintained" responsibility need to make application to the Property Management Company and complete an Indemnity Agreement.

STRATA PLAN LMS 2612 - SOMMERVILLE GARDENS
RULES

EXTERIOR

1. Any fencing is required to conform to the original fencing and be of the same colour. The only other acceptable fencing is green, chain link or a poly resin weave or plastic material.
2. Air conditioners may be installed provided that they are flush with the exterior window frame.
3. The installation of "cat" doors is permitted, consisting of a professional manufactured aluminum frame "cat" door in the bottom corner of the garage door (closest to the front entrance) at a maximum of 5" X 9".
4. Only retractable screen doors may be installed on the front door of a strata lot, all frames must be white.
5. A patio deck may be painted or stained with the understanding that the owner will be responsible for the care and maintenance of the painted finish.
6. Use of a barbecue, hibachi or other like cooking device or heating devices on a strata lot, limited common property or common property is prohibited unless such barbecue, hibachi or cooking device or heating device is powered by propane, natural gas or electricity. **(created April 26, 2010)**

PLAYGROUND

1. Playground equipment is to be used by children under the age of 12 only.
2. Playground area is not open after dark.
3. Children must be supervised by an adult whenever in the playground area.

GARBAGE AND RECYCLING *(Adopted by a majority resolution of the owners on January 31, 2006)*

1. All garbage must be contained in plastic or metal containers with lids firmly attached. Only two (2) containers per week may be put out for collection.
2. Garbage and recycling containers are not to be placed on common property prior to 5:00 AM on the scheduled pick up day.
3. All recycling material must be placed in the "blue bins" or the appropriate plastic bags prior to being placed on common property. Plastic bags may be obtained through Ridge Meadows Recycling.

MOTION SENSOR LIGHTS *(Adopted by a majority resolution of the owners on January 31, 2006)*

Council developed the following guidelines for the installation of motion sensor lights:

1. Motion Sensor light fixtures are to be installed at the rear of the units only, as a replacement for the existing light fixtures located beside the rear entry doors.

2. The fixture is to be of a white "carriage lamp" style or the same style as the original fixture with a built-in motion sensor.
3. The light bulb in the fixture must not exceed 100 watts.
4. Written permission from Council must be obtained prior to installing the light fixture.

LAMINATE/HARDWOOD FLOOR INSTALLATION RULES *(Adopted by a majority resolution of the owners on November 28, 2006)*

1. Strata Lot owners are permitted to install laminate/hardwood flooring in their strata lots subject to:
2. Approval from Council being obtained before commencement of the work.
3. An underlayment being installed which will retain the same sound absorption properties as the existing carpet and underlay (Sound Transfer Class (STC) rating of 55 or better, as well as an Impact Insulation Class (IIC) rating of 61 or better).
4. The existing carpet and underlay is to be removed from the property by the strata lot owner or contractor.
5. The work being done in such a way as to not affect the quiet enjoyment of adjacent strata lots, and under no circumstances is the work to begin before 8:00 a.m. or go beyond 6:00 p.m.
6. All work being done at the strata lot owner's risk and expense.
7. Any damage to the strata unit as a result of such installation, and the costs of any resulting repairs to the unit, remain the responsibility of the strata lot owner.
8. An Indemnity Agreement must be completed and returned to the management office for registration in the Land Title Office. The cost of registration will be assessed against the account of the strata lot.

SCHEDULE 'A' – INDEMNITY AGREEMENTS

S/L #	Unit Number	Modification	Registration Date	Bylaw Reg'n #
2004				
3	38	Installation of Deck	Jan. 12, 2004	BW012010
24	46	Installation of screen door	Jan. 12, 2004	BW012011
35	21	Installation of raised garden beds	Jan. 12, 2004	BW012012
48	63	Patio modifications	Jan. 12, 2004	BW012013
53	58	Installation of Deck	Jan. 12, 2004	BW012014
58	11	Patio Extension	Jan. 12, 2004	BW012015
67	2	Patio Extension	Jan. 12, 2004	BW012016
80	72	Installation of fence & gate	Jan. 12, 2004	BW012017
83	69	Fence Construction	Jan. 12, 2004	BW012018
2005				
5	36	Installation of Fence	Feb. 25, 2005	BX213226
9	32	Yard area enclosure	Feb. 25, 2005	BX213225
17	53	Modify common area at rear of unit	Feb. 25, 2005	BX213224
25	45	Installation of Fence and deck at rear of s/l	Feb. 25, 2005	BX213223
65	4	Placing of rocks and bedding plants at rear of s/l	Feb. 25, 2005	BX213222
70	82	Installation of additional secure fencing and placement of patio blocks	Feb. 25, 2005	BX213221
82	70	Modify common area at rear of unit	Feb. 25, 2005	BX213220
2006				
5	36	Extend patio, install landscape ties and upgrade drainage at rear of strata lot	Mar. 9, 2006	BA475011
16	54	Modifications to common property adjacent to s/l	Mar. 9, 2006	BA475012
26	44	Extension of cedar deck at rear of s/l	Mar. 9, 2006	BA475013
29	43	Extend Patio.	Mar. 9, 2006	BA475014
45	68	Install Fence and plant cedars	Mar. 9, 2006	BA475015
49	69	Extension of patio at rear of s/l	Mar. 9, 2006	BA475016
38	18	Installation of laminate flooring	Dec. 28, 2006	BA603999
48	63	Upgrade Lighting	Dec. 28, 2006	BA603998
58	11	Installation of laminate flooring	Dec. 28, 2006	BA603997
59	10	Install engineered hardwood flooring and cork flooring and extend concrete patio	Dec. 28, 2006	BA603996
65	4	Alteration to common property	Dec. 28, 2006	BA603995
69	83	Modification to common property	Dec. 28, 2006	BA603994
75	77	Landscape alterations	Dec. 28, 2006	BA603993
80	72	Installation of add'l drainage adjacent to s/l	Dec. 28, 2006	BA603992
2007				
24	46	Alterations to common property	Dec. 18, 2007	BB616255
27	41	Installation of laminate flooring	Dec. 18, 2007	BB616256
29	43	Installation of laminate flooring	Dec. 18, 2007	BB616257
33	23	Installation of laminate flooring	Dec. 18, 2007	BB616258

34	22	Installation of deck and sat. dish	Dec. 18, 2007	BB616259
35	21	Installation of laminate flooring	Dec. 18, 2007	BB616260
41	15	Installation of laminate flooring	Dec. 18, 2007	BB616261
47	64	Installation of laminate flooring	Dec. 18, 2007	BB616262
56	13	Installation of laminate, hardwood, tile flooring in kitchen & nook	Dec. 18, 2007	BB616263
59	10	Installation of gas range	Dec. 18, 2007	BB616264
68	1	Installation of laminate flooring	Dec. 18, 2007	BB616265
72	80	Installation of laminate flooring	Dec. 18, 2007	BB616266
73	78	Installation of laminate flooring	Dec. 18, 2007	BB616267
		2008		
3	38	Installation of laminate flooring		
8	33	Deck and Landscape Alterations		
22	47	Interior Modifications to s/l		
24	46	Installation of Hot Tub		
28	42	Patio enlargement & landsc. Improvements		
39	17	extension of retaining wall		
49	60	Installation of Fence and Gate		
58	11	Installation of walk-in shower		
72	80	Alterations to CP adj. To s/l		