

NEW WESTMINSTER LAND TITLE OFFICE

May-28-2012 14:47:44.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

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PAGE 1 OF 2 PAGES

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

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

**Garry Gracey**  
**6EM37H**

Digitally signed by Garry Gracey  
 6EM37H  
 DN: c=CA, cn=Garry Gracey 6EM37H,  
 o=Notary, ou=Verify ID at  
 www.juricert.com/LKUP.cfm?  
 id=6EM37H  
 Date: 2012.05.28 13:49:27 -07'00'

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

Colyvan Pacific Real Estate Management Service LTD.

202-5704 Balsam Street

Vancouver

BC V6M 4B9

604-683-8399

REFERENCE: LMS 1872 Form I 2012

Document Fees: \$23.90

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA PLAN LMS 1872**

Related Plan Number: **LMS1872**

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

The Owners, Strata Plan **LMS 1872, PARIS PLACE**, 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 the Annual General Meeting held on **APRIL 30, 2012**.\*

**BE IT RESOLVED** by a 3/4 vote of THE OWNERS, STRATA PLAN *LMS1872* (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by the addition of the attached bylaws as bylaws of the Strata Corporation.

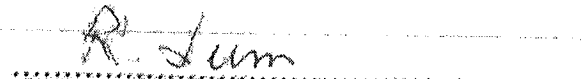
[Bylaw Amendment Below]

**Bylaw 24: Assessments, Fines and Move-in Fees**

- (f) Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (1) up to \$200.00 for each contravention of a bylaw, and
  - (2) up to \$50.00 for each contravention of a rule.

  
.....  
Signature of Council Member

..... *May 24*, 2012  
Date

  
.....  
Signature of Second Council Member

..... *May 24*, 2012  
Date

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

-9 APR 2009 14

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BB0933221

*Strata Property Act*

**FORM I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan LMS 1872, Paris Place, 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 the **Annual General Meeting** held on **April 8, 2009\***:

**BE IT RESOLVED BY 3/4 VOTE RESOLUTION, THE OWNERS, LMS 1872, PARIS PLACE,** agree to replace Bylaw 30 b, which reads:

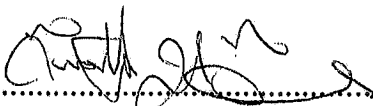
An Owner shall not:

“Permit his or her dog/cat nor any resident tenant or visitor’s dog or cat to travel or walk without a leash on any common areas of the Strata plan unless adequately controlled, not allow his or her dog/cat to create a noise or nuisance or permit his or her pet to foul any areas within the Strata plan, nor allow his or her dog/cat to act in a manner that interferes with the use of common property by the other owners.”

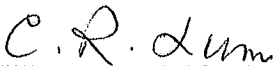
**And replace it with:**

An Owner shall not:

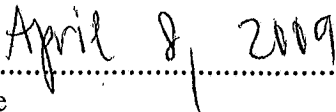
“Permit any resident’s or visitor’s pet to: access the third floor outside courtyard, allow their pet to travel or walk without a leash on any common areas of the Strata plan, allow their pet to create a noise or nuisance or allow their pet to foul any areas within the Strata plan, nor allow their pet to act in a manner that interferes with the use of common property by the other owners.”



Signature of Council Member



Signature of Second Council Member



Date

\* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

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# STRATA BYLAWS

for



*Paris Place*  
*At International Village*

**PARIS PLACE**

**LMS 1872**

183 Keefer Place, Vancouver, BC V6B 6B9  
555 Abbott Street, Vancouver, BC V6B 6B8

Adopted: March 27, 2005 (BX534981)

Amended: AGM, April 1, 2006

Registered: April 25, 2006 (BA493381)

# LMS 1872 – PARIS PLACE BYLAWS

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**STRATA CORPORATION LMS 1872  
PARIS PLACE BYLAWS**

**BYLAW 1      DUTIES OF OWNER**

An Owner shall:

- (a) permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his/her strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot or common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws are observed;
- (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his/her strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect to his/her strata lot;
- (c) repair and maintain his/her strata lot, including windows and doors, and areas allocated to his/her exclusive use, including dryer vents, drains, postal box locks and in-suite fire detection devices, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God accepted;
- (d) use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- (e) not use his/her lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his/her family;
- (f) notify the strata corporation promptly of any change of ownership or of any mortgage or other dealing in connection with his/her strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time;
- (h) receive the written permission of the strata council before undertaking alterations to the exterior /interior or structure of the strata lot, but permission shall not be unreasonably withheld;
- (i) pay maintenance fees on the 1<sup>st</sup> of the current month

**BYLAW 2      DUTIES OF STRATA CORPORATION**

The Strata Corporation shall:

- (a) control, manage and administer the common property, common facilities or other assets of the Corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;

- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- (e) on the written request of an owner or mortgagee of a strata lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the corporation and the receipts for the last premiums;
- (f) maintain and repair the exterior of the buildings,
- (g) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institutions; and
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation.

**BYLAW 3      POWERS OF STRATA CORPORATION**

The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (f) grant an owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) designate an area as limited property and specify the strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the Strata Corporation, and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to the Strata Property Act, determine the levy for the contingency reserve fund which shall be not less than 10% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit; and any surplus at each financial year end will be directed to the contingency reserve unless directed otherwise by the owners through a  $\frac{3}{4}$  vote.
- (k) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

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**BYLAW 4**      **STRATA COUNCIL**

- (a) The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the Strata Corporation.
- (b) A council shall be elected at the first annual general meeting of the owners called by the owner developer under section 9 (1).
- (c) The council shall consist of seven (7) members, elected at the annual general meeting in accordance with the provisions of the Condominium Act. Should three (3) or more council members resign during the term, council shall, within ninety (90) days of the third resignation, convene an owners' meeting to elect new members to fill the vacancies.
- (d) Except where the council consists of all owners, where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.
- (e) At each annual general meeting of the Strata Corporation, all the members of the council shall retire from office and the Strata Corporation shall elect a new council. A retiring member of the council is eligible for re-election.

**BYLAW 5**      **VACANCIES, QUORUM, ETC.**

- (a) Except where the council consists of all owners, the Strata Corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his/her term of office and appoint another owner in his/her place, to hold office until the next annual general meeting.
- (b) A vacancy on the council may be filled by the remaining members of the council.
- (c) Except where there is only one owner, a quorum of the council is two (2) where the council consists of four (4) or less members, three (3) where it consists of five (5) or six (6) members and four (4) where it consists of seven (7) members.

**BYLAW 6**      **OFFICERS AND MEETINGS**

- (a) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council shall elect from among its members a president and vice president, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.
- (b) The president of the council shall have a casting vote in addition to his/her original vote.
- (c) Where the president is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice-president shall act as the chairman and have all the duties and powers of the president while so acting.
- (d) In the absence of both the president and the vice-president, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the president while so acting.
- (e) At meetings of the council, all matters shall be determined by simple majority vote.

**BYLAW 7**      **COUNCIL POWERS**

The council may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than seven (7) days' notice of a meeting proposed by him/her, specifying the reason for calling the meeting, unless the other members agree to waive the notice;



- (b) employ for and on behalf of the Strata Corporation, agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Corporation, and the exercise and performance of the powers and duties of the Corporation; and
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

**BYLAW 8**      **COUNCIL DUTIES**

- (a) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him:
  - (1) a copy of this Act and of changes in the bylaws; and all items listed under Section 35 of the Strata Property Act.
  - (2) a copy of special or unanimous resolutions;
  - (3) a copy of all legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, easements or rights of way;
  - (4) a register of the members of the council;
  - (5) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or less, and a notation of any assignment by the owner to the lessee;
  - (6) the annual budget for each year, and
  - (7) minutes of all general meetings and of all council meetings.
- (b) The council shall:
  - (1) keep minutes of its proceedings;
  - (2) cause minutes to be kept of general meetings;
  - (3) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
  - (4) prepare proper accounts relating to all money of the Corporation, and the income and expenditure of it, for each annual general meeting; and
  - (5) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- (c) All acts done in good faith by the council are, notwithstanding, it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (d) A member of a strata council is not personally liable for an act done in good faith in carrying out his/her duties as a member of the council.

**BYLAW 9**      **GENERAL MEETINGS**

- (a) Subsequent annual general meetings shall be held once in each year, and not more than thirteen (13) months shall elapse between one annual general meeting and the next.
- (b) General meetings other than the annual general meeting shall be called special general meetings.
- (c) The strata council or the president, may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within two (2) weeks after the requisition, convene a special general meeting.

- (d) Seventeen day's notice of annual general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests in the Strata Corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

**BYLAW 10**      **PROCEDURE**

- (a) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council, or at a special general meeting.
- (b) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (c) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- (d) If within ½ hour from the time appointed for a general meeting, a quorum is not present, the meeting shall be called to order and the persons entitled to vote present in person and by proxy shall constitute a quorum.
- (e) The President of the council shall be the chairperson of all general meetings. In his absence from the meeting or in case he/she vacates the chair, the vice-president of the council shall act as chairperson. In other cases, the meeting shall appoint a chairperson.
- (f) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be:
- electing the chairperson of the meeting, if necessary;
  - calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
  - filing proof of notice of meeting or waiver of notice;
  - reading and disposing of any unapproved minutes;
  - receiving reports from committees;
  - considering the accounts;
  - electing a strata council, if necessary;
  - unfinished business;
  - new business; and
  - adjournment.

**BYLAW 11**      **VOTING AT MEETINGS**

- (a) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for poll may be withdrawn.
- (b) Unless a poll is requested, a declaration by the chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against the resolution.
- (c) A poll, if demanded, shall be taken in whatever manner the chairperson thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.

- (d) In the case of equality in the votes, whether on a show of hands or on a poll, the chairperson of the meeting is entitled to a casting vote in addition to his/her original vote.
- (e) On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- (f) Except in cases where, under this Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his/her strata lot have been paid.
- (g) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- (h) An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

**BYLAW 12**      **PROXIES**

- (a) An instrument appointing a proxy shall be in writing signed by the appointee or his/her attorney, and may be either general or for a particular meeting.
- (b) A proxy need not be an owner.
- (c) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his/her presence at the calling of the roll and he/-she, rather than the owner, shall be issued a voting card.

**BYLAW 13**      **VIOLATION OF BYLAWS**

- (a) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his/her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (b) The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his her employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

**BYLAW 14**      **COMMON EXPENSES**

- (a) The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
- (b) Where a strata plan consists of more than one type of strata lot, the common expenses shall be apportioned in the following manner:
  - (i) Common expenses attributable to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that Strata lot bears to the aggregate unit entitlement of all types of Strata lots concerned;

- (ii) Common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportionate to the unit entitlement of their strata lots.
- (c) Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- (d) At each annual general meeting subsequent to the first annual general meeting, the Strata Corporation shall prepare an annual budget for the following twelve (12) month period and, after that, all owners shall, subject to subsections (i) and (ii), pay a monthly assessment in accordance with their unit entitlement.

**BYLAW 15**      **NOTICES**

- (a) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his/her strata lot and if left with him/her or some adult person at that address.
- (b) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- (c) An owner may at any time in writing advise the Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (d) The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

**BYLAW 16**      **CORPORATE COMMON SEAL**

The Strata Corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the Strata Corporation, his/her signature is sufficient for the purpose of this section, and, if the only member is a corporation, the signature of the appointed representative on the strata council shall be sufficient for the purpose of this section.

**BYLAW 17**      **PROHIBITIONS**

An owner shall not:

- (a) (i) use his/her strata lot for any purpose which may be illegal or injurious to the reputation of the building; or
- (ii) make undue noise in or about any strata lot or common property.
- (b) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his/her strata lot for any other purpose, or permit it to be so used.

**BYLAW 18**      **DISTURBANCES OF OTHERS**

- (a) An owner shall not permit any occupants of his or her strata lot or any guest to make undue noise in or about any strata lot or common property or to do anything, which will interfere, unreasonable with any other owner.

- (b) No musical instrument, sound reproduction system, or other device shall be used within a strata lot, which in the opinion of the council causes a disturbance or interferes with the comfort of the other owners.
- (c) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property.
- (d) No owner or occupier or his or her guests shall leave any shopping cart situated on the common property.
- (e) Only gas and electric barbecues are permitted on a balcony and may not be used in a manner likely to cause nuisance to other occupants or to create a fire hazard.
- (f) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of the windows or doors or from the balcony of a strata lot.

**BYLAW 19**      **HAZARDS**

- (a) No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the buildings or any part thereof.
- (b) Each owner shall endeavor to conserve the plumbing and electrical systems of the buildings and any damage to any of these systems caused by the wrongful act or neglect of any owner, occupant or guest shall be repaired at the expense of such owner. No owner shall permit a condition to exist within his or her strata lot, which will result in wasting or excessive consumption of domestic water supply and/or steam heat.
- (c) No owner shall permit the accumulation on any deck, terrace, patio, balcony, adjoining his strata lot of any ice, snow, leaves or debris or permit anything to happen which would develop any drainage problem for or cause damage to any other owner or the common property.
- (d) Shopping carts are not permitted on common property.
- (e) Rollerblading & skateboarding are not permitted on common property.

**BYLAW 20**      **CLEANLINESS**

- (a) An owner shall not allow his strata lot to become unsanitary.
- (b) Ordinary household refuse and garbage shall be removed from each strata lot and deposited in the garbage compactor provided. All garbage shall be bagged and tied before being deposited in the compactor. Any materials other than ordinary household refuse and garbage or material that cannot be disposed of in the garbage compactor, shall be removed from the Strata Plan property at the expense of the individual owner.
- (c) All recyclable items are to be taken to the recycling bins in the area directed (from time to time) by the Strata Council.
- (d) Limited common property balconies must be kept clean and be free of storage items at all times. Failure to do so will result in the Strata Corporation arranging cleanup and charging the related costs back to the strata lot concerned.

**BYLAW 21**      **EXTERIOR APPEARANCE & ALTERATIONS**

- (a) No owner or resident shall install window coverings, visible from the exterior of a strata lot, which are of a different colour than the original building specifications. The original building specification colour for window covering is #112 Alabaster by Levelor.

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- (b) No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- (c) No shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, or air conditioning devices shall be used or installed in or about the strata plan except those installations approved in writing by council.
- (d) No television or radio antenna or similar structure or appurtenance thereto shall be erected on or fastened to any unit.
- (e) No signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit without the written consent of the council.
- (f) An owner shall not do any act or permit any act to be done, or alter or permit to be altered, his or her strata lot in any manner, which in the opinion of council will alter the exterior appearance of the building. To assist the owner in observance of this bylaw, the colour of paint which may be used on the ceiling surfaces of the balconies, is Pratt & Lambert 2277 Muffin Tan. The balcony walls may not be painted and balconies may not be enclosed.
- (g) An owner shall:
- (i) Secure the written permission of the strata council before undertaking alternations to the exterior or structure of any strata lot. This permission shall not be unreasonably withheld by the council. Structural alterations to the exterior or interior of any strata lot, including plumbing or electrical work within any bearing or party wall must receive the written consent of the strata council and the City of Vancouver. Owners may not do any act or permit any act to be done which will alter or permit to be altered their strata lot in any manner which, in the opinion of council, will negatively alter the exterior appearance of the building.
  - (ii) All flooring materials will be such as to minimize noise transmission to the strata lot immediately below or adjacent thereto. All flooring materials must have the equivalent or greater noise suppression qualities as those installed by the developer. All hardwood floor installations must be approved in advance of installation by the Strata Council.  
All hardwood flooring installations require the inclusion of materials that meet or exceed the following:
    - 1) Installation of building paper on top of the concrete floor.
    - 2) Installation of moisture barrier of Polyethylene film (with a minimum thickness of 6 Mil) on the top of the building paper.
    - 3) Installation of sound proofing material that provides adequate noise suppression and prevents any hardwood floor – related disturbance to adjacent strata lots.Any hardwood flooring installed by an owner that, in the opinion of the Strata Council, does not meet the above requirements will be removed by the owners immediately upon the request of the Strata Council and at the owner's expense. Failure to do so will result in the owner incurring any associated By-Law non-compliance fines.
  - (iii) Contractor hours of operations are confined between 8:00 a.m. and 5:00 p.m. No contractual work will be permitted on Saturdays, Sundays or public holidays. Notification must be provided to the Site Manager by the strata lot owner of contractors plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2,000,000.00. All refuse must be removed off-site and not placed in the Strata Corporation garbage bins;
  - (iv) Failure to comply with this bylaw will result in the mandatory rectification and/or removal of modifications as required, in addition to possible application of fines. All costs

resulting from such bylaw infraction will be assessed against the strata lot and become part of the assessment for the next month following.

**BYLAW 22**      **VEHICLES & PARKING**

- (a) A resident shall use the parking space(s) which has/have been specifically assigned to their strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. Assigned parking spaces may not be leased or rented to non-residents;
- (b) Resident motor vehicles shall be parked on limited common property in designated and assigned parking spaces only; motor homes, trailers, boats or equipment of any kind shall not be parked on any common property without the written permission of council;
- (c) Major repairs or adjustments to motor vehicles are not permitted on common property where the likelihood of gas, oil or grease could cause inconvenience to others or damage to property;
- (d) Guest parking is permitted only in designated stalls and is for the exclusive use of visitors. All unauthorized vehicles will be removed from the common property at the vehicle owner's expense. Residents are not permitted to occupy guest parking spaces at any time for any reason. Visitors parking passes must be displayed at all times on the dashboard of all cars parked in visitors' parking;
- (e) Cars may only be washed in the designated washing area. Residents using this area are responsible for cleaning up after washing their cars. Soap suds and water are to be thoroughly swept and drained;
- (f) Parking spaces are not to be used for storage of any kind;
- (g) Vehicles dripping excessive oil or other automotive fluids will be prohibited from parking on the common property until repaired. Owners of vehicles causing oil staining shall, upon receipt of notification, clean-up all drippings and failure to do so within fourteen (14) days from such notification will result in the clean up being performed by the Strata Corporation and the costs of such clean-up, plus a \$10.00 administration charge being assessed against the strata lot.
- (h) Only motorized, currently insured and operating vehicles shall be parked on strata corporation property, in designated or assigned spaces only. Motor vehicles not bearing current license plates must display on the windshield a certificate of storage insurance (for a minimum of \$1,000,000.00 liability). The council reserves the right to tow away, at the owner's expense, those vehicles that do not comply with this bylaw;
- (i) Visitors bringing bicycles or motorcycles onto the strata corporation property must park them only in designated areas.

**BYLAW 23**      **DAMAGE TO PROPERTY**

- (a) No owners or occupants of a strata lot or guests shall do anything to damage common property.
- (b) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or the contents thereof caused by or resulting from acts, omissions of acts, negligence or carelessness, by the owner or by that of any member of the owner's family or their guests, employees, contractors, agents, tenants or volunteers, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy and the application of any direction of payments caused to be made by The Insurance Bureau of Canada and its publications or The Strata Property Act of B.C.

For the purpose of this Bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

- (c) The Site Manager, a bonded caretaker/manager/property manager may be provided with a duplicate key for each strata lot in case of emergency. Failing this, in the event of any emergency emanating from a strata lot whose occupants cannot be contacted, access for protection of common property of safety may be gained by force at the occupant's expense.

**BYLAW 24      ASSESSMENTS, FINES AND MOVE-IN FEES**

- (a) Regular monthly additional assessments are due on the first day of each month. Any owner who fails to pay any assessment within 15 days after due date will, without notice, be assessed a fine of \$50.00 for each month the assessment remains unpaid. All unpaid assessments and maintenance fees on an account with the Strata Corporation will be assessed at a rate of 10% per annum.
- (b) The strata council shall, in accordance with Section 116 of the Strata Property Act, register a certificate of lien (Form G) to any strata lot whose owner is over three (3) months in arrears on his monthly assessments, and shall, in accordance with Section 117 of the Strata Property Act, apply for judgement against any owner who is over six (6) months in arrears of his monthly assessments.
- (d) Additional assessments and fines, as allowed in this bylaw, banking charges, filing costs, legal expenses and any other expenses incurred by the strata corporation to enforce its bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following.
- (e) An owner assessed or fined under this bylaw may appeal such assessment, fine or any other charge by giving notice in writing of such appeal to the strata council. The appeal shall be heard at a meeting of the strata council and the owner shall receive notice and have the right to appear before and be heard by the strata council at such meeting.
- (e) Council shall from time to time be authorized to set and enforce administrative fees, except for maintenance fees which shall be authorized at an Annual General meeting. If council exercises its discretion as noted above, council will promptly notify the owners of these changes and shall maintain a schedule of fees available for viewing by any owner in the site managers office during regular business hours.

**SCHEDULE/FEE**

- 1) Move In/Out fee - \$200.00
- 2) Illegal Move - \$500.00 For all moves that are not booked in advance with the Site Manager
- 3) Purchase – Access Card \$25.00 / FOB \$30.00
- 4) New Visitor Parking Pass - \$20.00 each suite is entitled to 2 passes. Renewal of 2<sup>nd</sup> pass \$10.00 per calendar year
- 5) Parking Space Rental for non-residents as per agreement. There are 13 spaces rented on a monthly basis. Rent is \$50.00 for those who park 6:00a.m. – 6:00p.m. and \$60.00 for those who park 6:00a.m. – 8:00 p.m. Renters are expected to pay a \$25.00 refundable deposit at time of rental.



- 6) Storage Locker Rental – 24 storage lockers were built in 1998  
22 - \$40.00  
2 - \$45.00  
1 - \$75.00

Renters pay a \$50.00 damage refundable deposit at time of rental and sign an agreement with the Strata Corporation at time of rental

- 7) Bike room key - \$10.00 refundable deposit  
8) Motorcycle parkway – NON parking space \$20.00/month

CARRIED

**BYLAW 25 STORAGE**

- (a) Without the consent of the council, no part of common property shall be used for storage.  
(b) All bicycles must be stored in a bike room when not in use.  
(c) Bicycles are not allowed on the common property including, without limitation, hallways, lobbies, elevators and the landscaped gardens.

**BYLAW 26 CONSENT**

- (a) Any consent, approval, or permission given under these bylaws by the strata council shall be revocable at any time after due notice with reasonable cause.

**BYLAW 27 FINANCIAL STATEMENTS**

- (a) No later than 90 days after the end of the fiscal year of Strata Plan LMS 1872, an audited financial statement of Strata Plan LMS 1872 shall be completed and circulated to all owners.  
(b) The fiscal year of Strata Plan LMS 1872 shall be January 1 to December 31 of the same calendar year.

**BYLAW 28 SELLING OF STRATA LOTS**

- (a) No owner, occupant or agent representing the owner, shall permit "For Sale" signs to be placed on or about the grounds of Strata Plan LMS 1872,  
(b) During "Open House" showings, owners, occupants, or appointed representing agents are responsible for physically allowing any prospective buyer(s)/viewer(s) access to and from the building. All viewers must be fully escorted while on common property at all times. (BA493381)  
(c) Owners, occupants, or appointed representing agents must ensure prospective buyer(s)/viewer(s) depart the building after showings. (BA493381)  
(d) During "Open House" showings, owners, occupants, or appointed representing agents are responsible for the actions of all prospective buyer(s)/viewer(s) while on Strata Premises. (BA493381)

**BYLAW 29 USE OF STRATA LOT**

- (a) The strata lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.  
(b) Unless otherwise authorized by the strata council, all strata lots shall be restricted to the following number of residents:

- i) In a one bedroom suite – no more than three residents
- ii) In a two bedroom suite – no more than five residents
- iii) In a two bedroom suite plus den – no more than six residents

An owner whose strata lot is found to be in contravention of this restriction will be, within ten days of receiving written notice from the strata council, fined \$50.00 per day during which the additional residents continue to occupy the premises.

- (c) The strata lot shall not be used for any purpose, which may be illegal or contrary to any government or municipal rules or ordinances, or is injurious to the reputation of the building or its owners.

Any owner whose strata lot is found to be in contravention of this subparagraph will be, within ten days of receiving written notice from the strata council, fined \$200.00 per month, or portion thereof, during which the premises are being used for commercial or professional purposes.

### **BYLAW 30      PETS**

An Owner shall not:

- (a) Keep or allow admittance to more than either one dog or one cat on his or her strata lot. The owner must first apply in writing to council and receive written approval to keep said pet. Any dog to be kept on a strata lot shall be not more than 18” in height at the shoulder and have a body weight of not more than 50 lbs.
- (b) Permit his or her dog/cat nor any resident tenant or visitor’s dog or cat to travel or walk without a leash on any common areas of the strata plan unless adequately controlled, not allow his or her dog/cat to create a noise or nuisance or permit his or her pet to foul any areas within the strata plan, nor allow his or her dog/cat to act in a manner that interferes with the use of common property by the other owners.
- (c) Keep a dog within the strata plan which is not duly licensed by the City of Vancouver.
- (d) Keep any animal on his or her strata lot or common property after notice has been given by the strata council to remove the animal.
- (e) Feed pigeons, seagulls, birds or any type of wild animal from any strata lot or on common property.
- (f) Harbor or keep any type of exotic animal, reptile, etc. in the confines of any strata lot or on common property.
- (g) All visitors of owners are to be informed of the bylaws concerning pets and the owners shall be responsible for the enforcement of these regulations. Failure to inform visitors and enforce these bylaws will result in fines of \$100.00 per day.
- (h) A verified complaint of any violation of this section of the strata bylaws shall be deemed sufficient cause for the strata council to demand that the animal be removed from any strata lot and common property.

### **BYLAW 31      POOL/HEALTH CLUB**

No minors under the age of 19 years will be allowed in the health club after 9:00 p.m.

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**BYLAW 32**      **LEASING OF STRATA LOTS**

- (a) The number of strata lots that may be leased within the strata plan by the owners shall be all the strata lots, that is, the number of strata lots that may be leased shall not be limited in any way whatsoever. If necessary, this bylaw shall be deemed to be a bylaw under Section 30 of the Condominium Act and Section 143 under the Strata Property Act. An owner who wishes to lease his strata lot may enforce this provision of the bylaws if for any reason it is found necessary by court proceeding.
- (b) No owner who wishes to lease his strata lot need seek approval from the strata council, however, the owner shall forthwith comply with section 146 of the Strata Property Act.

**BYLAW 33**      **SECURITY**

- (a) Owners or occupants of strata lots are responsible for anyone they admit to the building.
- (b) Owners or occupants of strata lots shall not admit any person who phones on the enterphone or otherwise seeks access to the common property, unless they are satisfied such person wishes to enter the building for legitimate reasons.
- (c) Ensure no unauthorized person(s) enters/departs while the main doors are open

**BYLAW 34**      **SEVERABILITY**

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

## MEMORANDUM

**From:** Strata Council  
**To:** Owners  
**Re:** Repeal of Bylaw 33

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At the Annual General Meeting the owner of suite #504 and #508 suggested that amending Bylaw 33 without a unanimous vote of the owners was illegal.

In hindsight, our explanation of "harmonizing" the current bylaws with the *Strata Property Act* R.S.B.C. 1996, c.43 (the "*Strata Property Act*") may have been sufficiently vague or obtuse so as to leave unanswered questions in the minds of some owners. We apologize and hope that the following explanation clarifies our position.

Bylaw 33, to the extent that it purported to modify the voting procedures codified in the *Strata Property Act*, was illegal. It was illegal when it was proposed, it was illegal when it was passed and it remained illegal to the day it was repealed. Had  $\frac{3}{4}$  of the owners, at any point, decided to vote to implement a rental restriction, that restriction would have been valid and enforceable notwithstanding the fact that the existing Bylaws purported to require a unanimous vote. By repealing this Bylaw we were attempting to "harmonize" our Bylaws with the existing Provincial laws and remove those items which offended the provisions of the *Strata Property Act*.

Section 126 and 128 of The *Strata Property Act* exhaustively defines the voting procedures required in order to amend, add or remove a Bylaw. It states the following:

**"Amendment of bylaws**

**126** The bylaws of a strata corporation may be changed, repealed, replaced, added to or otherwise amended by complying with the requirements of this Division

**Bylaw amendment procedures**

**128 (1)** Subject to section 197, amendments to bylaws must be approved at an annual or special general meeting,  
(a) in the case of a strata plan composed entirely of residential strata lots, by a resolution passed by a  $\frac{3}{4}$  vote,"

A Bylaw (such as Bylaw 33) which purports to modify these statutory voting procedures is void at law. In such a case it is rendered unenforceable and of no force and effect in accordance with both the common law and Section 121 of *Strata Property Act* which states the following:

**"Unenforceable bylaws**

**121 (1)** A bylaw is not enforceable to the extent that it  
(a) contravenes this Act,

By repealing Bylaw 33 we simply removed a Bylaw which was illegal and thus unenforceable in any event.

We hope that this clarifies the matter. We would be happy to respond to questions by any owner (or their counsel) regarding the above.

Strata LMS 1872

Per:

Kent Wiebe – President of Strata LMS 1872  
Barrister and Solicitor