

## **SCHEDULE A: The Owners, Strata Plan No. LMS 3440 THE SPOT BYLAWS**

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### **PREAMBLE**

These bylaws in this Schedule make frequent reference to the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). Terms used herein are those as defined in "the Act" unless otherwise noted. Once approved, these bylaws bind Strata Corporation LMS 3440, owners, tenants and occupants to the same extent as if the strata corporation and each owner, tenant, and occupant had signed the bylaws.

### **1. COMMERCIAL AND RESIDENTIAL SECTIONS**

- 1.1 The owners of all the non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
- 1.2 The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan.

### **2. DUTIES OF OWNERS**

- 2.1 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 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 and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws and rules and regulations of the strata corporation and the separate sections are being observed and performed;
  - b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot and pay all rates, taxes, charges and assessments that are payable in respect of his strata lot;
  - c) repair and maintain his strata lot and areas allocated to his exclusive use, excluding windows and exterior doors, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted;
  - 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 strata 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 strata lot, whether an owner or not, or his family;
  - f) notify the strata corporation on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
  - g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted by the strata corporation or either of the separate sections applicable to such owner from time to time; and
  - h) receive the written permission of the strata council, before undertaking alterations to the exterior or structure of any strata lot, but permission shall not be unreasonably withheld.

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- i) indemnify and save harmless the Strata Corporation for all expense of any maintenance, repair or replacement rendered necessary to the common property or to any of the strata lots due to the act, omission, want of repair, negligence or carelessness by themselves, by any member of their family, their guests, agents, or tenants to the extent that such expense is not met by the proceeds of the insurance carried by the Strata Corporation.
- 2.2 An owner shall pay strata fees by post dated cheque, pre-authorized chequing plan, or by cash on or before the first day of the month to which the strata fees relate.
- 2.3 For the purposes of these bylaws the term "strata fees" shall mean assessed strata fees, penalties, accrued interest charges, special assessments, parking and storage fees, charge backs, legal costs, administration fees and collection costs.
- 2.4 Owners who fail to make the required strata fee payments in accordance with section 2.2 above shall be subject to:
- a) A \$25.00 administrative fee for each late payment; and
  - b) An interest charge against the balance of all outstanding strata fees, calculated at an interest rate of 10 per cent per annum, compounded annually.
- 2.5 Owners shall make timely payment of any special assessment levied by the strata corporation by the date or dates noted as due and payable in the approving resolution.
- 2.6 When strata fees are in arrears for more than three (3) months, strata council may place a lien on the offending strata lot, at the owner's expense, for the total monies due including all legal and other expenses incurred in the collection of this debt.

### 3. DUTIES OF STRATA CORPORATION

3.1 The Strata Corporation shall:

- a) control, manage and administer the common property (excluding limited common property appurtenant to either separate section and common property, as described in section 7, to be controlled, managed and Administered by either separate section), common facilities or other assets of the strata 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 any apparatus and equipment used in connection with the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), common facilities or other assets of the strata corporation;
- c) subject to section 24, maintain all external common areas, including lawns, gardens and parking areas including the exterior of the building, including windows, exterior doors, balconies and patios included in a strata lot or in limited common property appurtenant to a strata lot;
- 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 (i) common property, excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below, or (ii) more than one strata lot where such strata lots are not within the same separate section;

- e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the strata corporation and the receipts for the last premiums;
- f) collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
- g) pay all sums of money properly required to be paid on account of all service, supplies and assessments pertaining to, or for the benefit of, the strata corporation;
- h) maintain the common property (excluding limited common property appurtenant to either separate section and common property be controlled, managed and administered by either separate section, as described below) in a healthful and attractive condition; and
- i) where an owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the strata corporation, upon the request of the mortgagee, deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing.

#### **4. DUTIES OF THE SEPARATE SECTIONS OF THE STRATA CORPORATION**

4.1 Each separate section of the Strata Corporation shall:

- (a) control, manage and administer the limited common property appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, common property (as described in section 7) to be controlled, managed and administered by that separate section facilities common to the separate section, or other assets of die separate section;
- (c) maintain all areas common to the separate section, both internal and external, including storage areas, public halls, underground parking areas and appurtenant common areas and lobby areas;
- (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:
  - (i) common property to be controlled, managed and administered by the separate section as described in section 7;
  - (ii) more than one strata lot where such strata lots are within the separate section; or
  - (iii) the limited common property appurtenant to the separate section;
- (e) collect and receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;
- (f) 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 separate section; and

- (g) maintain the limited common property appurtenant to the separate section and common property controlled, managed and administered by the separate section in a healthful and attractive condition.

## 5. POWERS OF STRATA CORPORATION

5.1 The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property (excluding limited common property appurtenant to a separate section), common facilities or other assets of the strata corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers, including arranging an operating line of credit, on terms and at rates of interest which are consistent with prudent business practices;
- (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 for 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 (excluding common property to be controlled, managed and administered by either separate section as described in section 7) or special privileges in respect thereto, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate by special resolution an area as limited common 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 and desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed and administered by either separate section, as described in section 7), common facilities or other assets of the strata 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 (excluding limited common property appurtenant to a separate section and common property, as described in section 7, to be controlled, managed and administered by each separate section), 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;
- (k) set up and maintain separate contingency reserve funds for each of the separate sections to be assessed and used as is the contingency reserve fund for the strata corporation, but in respect of the limited common property of the relevant separate section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds need not necessarily be deposited to separate accounts; and
- (l) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

## **6. POWERS OF THE SEPARATE SECTIONS OF THE STRATA CORPORATION**

- 6.1 Each separate section of the Strata Corporation may:
- (a) purchase, hire or otherwise acquire personal property for use by owners in the separate section in connection with their enjoyment of the limited common property appurtenant to, and common property (as described in section 7) to be controlled, managed and administered by, the separate section, facilities common to the separate section or other assets of the separate section;
  - (b) make an agreement with any owner or occupier of a strata lot within the separate section for the provision of amenities or services by it to the strata lot or to the owners or Occupiers thereof;
  - (c) grant to an owner within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to or common property, as described in section 7, controlled, managed and administered by, the separate section or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
  - (d) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to and common property, as described in section 7, controlled, managed and administered by, the separate section, facilities common to the separate section, or other assets of the separate section; and
  - (e) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to and common property, as described in section 7, controlled, managed and administered by, the separate section, facilities common to the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations.
- 6.2 Any resolutions passed by the strata corporation, the Council or the executive Council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to and common property to be controlled, managed or administered by, that separate section.

## **7. CONTROL, MANAGEMENT, ADMINISTRATION OF COMMON PROPERTY**

- 7.1 Each of the Commercial Section and the Residential Section shall control, manage and administer such portions of the common property as may be reasonably be considered to be intended for the use of such section and, without limiting the generality of the of the foregoing, such portions of the common property for which expenses will be allocated to such section in accordance with section 19(4)(a).

## **8. STRATA COUNCIL**

- 8.1 The powers and duties of the strata corporation shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- 8.2 At each Annual General Meeting, the eligible voters who are present in person or by proxy at the meeting shall elect a council from among the owners and the appointed representatives of the owners. Strata Council shall consist of not less than 3 or more than 6 persons as determined at the meeting by a majority of all owners entitled to vote. Not less than one third of the members will be representatives of the Commercial Section. The owners of the strata lots in the Commercial

Section will elect their appointees to the council and the owners of the strata lots in the Residential Section will elect their appointees, and neither section will have any say in the appointment of council members by the other section.

- 8.3 Where a strata lot is owned by more than one person, only one owner of the strata lot or their appointed representative shall be a member of the council at any one time.
- 8.4 At the 2001 AGM a maximum of 3 owners shall be elected to council on a one year term, and a maximum of 3 owners shall be elected to council on a two year term. At all future AGM's a maximum of 3 owners shall be elected to council for two year terms to replace retiring members. Retiring members are eligible for re-election
- 8.5 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under Section 116(1) of the act.

## **9. EXECUTIVE OF THE SEPARATE SECTIONS**

- 9.1 The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- 9.2 The executive of a separate section shall be elected at each general meeting of the separate section called by the executive in accordance with section 14.
- 9.3 The executive of each separate section shall be elected by the owners within that separate section, shall consist of not less than 3 or more than 6 persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to section 10 - 17 inclusive. Where there are less than four strata lots to less than four owners in a separate section, the executive of that separate section shall consist of all owners within that separate section.

## **10. VACANCIES, QUORUM ETC.**

- 10.1 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 term of office and appoint another owner in his place, to hold office until the next Annual General Meeting.
- 10.2 A vacancy on the council may be filled by the remaining members of the council.
- 10.3 Except where there is only one owner, a quorum of the council is two where the council consists of four or less persons, three where it consists of five or six persons.

## **11. OFFICERS AND MEETINGS**

- 11.1 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 chairman and vice-chairman, 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.
- 11.2 The chairman of the council shall have a casting vote in addition to his original vote.
- 11.3 Where the chairman is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice-chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.

11.4 In the absence of both the chairman and the vice-chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.

11.5 At meetings of the council all matters shall be determined by simple majority vote.

## 12. COUNCIL POWERS

12.1 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 7 days' notice of a meeting proposed by him specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- (b) employ and terminate 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 strata corporation, and the exercise and performance of the powers and duties of the strata corporation;
- (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; and
- (d) engage legal assistance to initiate and carry out legal action to collect outstanding strata fees and fines from owners.
- (e) "In cases involving property management contracts and resident caretakers a unanimous vote by the Strata Council shall be required."

## 13. COUNCIL DUTIES

13.1 The strata corporation must prepare and maintain all of the following records:

- (a) minutes of annual and special general meetings and council meetings, including the results of any votes;
- (b) a list of council members;
- (c) a list of:
  - (i) owners, with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall numbers, if any, and unit entitlements,
  - (ii) names and addresses of mortgagees who have filed a Mortgagee's Request for Notification under section 60 of the Act,
  - (iii) names of tenants, and
  - (iv) assignments of voting or other rights by landlords to tenants under sections 147 and 148 of the Act;
- (d) books of account showing money received and spent and the reason for the receipt or expenditure;
- (e) any other records required by the Strata Property Act regulations.

13.2 The strata corporation must retain and make available copies of all of the following under the terms and regulations of the Strata Property Act:

- (a) the records referred to in (13.1);
- (b) the registered strata plan and any strata plan amendments as obtained from the land title office;
- (c) the Strata Property Act and the regulations;
- (d) the bylaws and rules;
- (e) resolutions that deal with changes to common property, including the designation of limited common property;
- (f) waivers and consents under section 41, 44 or 45 of the Strata Property Act;
- (g) written contracts to which the strata corporation is a party;
- (h) any decision of an arbitrator or judge in a proceeding in which the strata corporation was a party, and any legal opinions obtained by the strata corporation;
- (i) the budget and financial statement for the current year and for previous years;
- (j) income tax returns, if any;
- (k) correspondence sent or received by the strata corporation and council;
- (l) bank statements, cancelled cheques and certificates of deposit;
- (m) Information Certificates issued under section 59 of the Strata Property Act;
- (n) the records and documents given to the strata corporation by the owner developer under section 20 of the Strata Property Act, or obtained by the strata corporation under section 23 of the Act; and
- (o) any other records required by the regulations.

13.3 The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him the following:

- (a) a copy of any and all special or unanimous resolutions passed by the separate section;
- (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, mortgages, agreements for sale, leases, licenses, easements or rights-of-way;
- (c) minutes of all general meetings of the separate section;
- (d) the annual budget for each year; and
- (e) minutes of all meetings of the executive of the separate section.

13.4 The council and the executive of each section shall:

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings;
- (c) 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;
- (d) prepare proper accounts relating to all money of the strata corporation or the separate section as the case may be, and the income and expenditure of it, for each Annual General Meeting; and
- (e) 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.

13.5 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.

13.6 All acts done in good faith by the executive of a separate section are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the executive of that separate section, as valid as if the member had been duly appointed or had duly continued in office.

- 13.7 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.
- 13.8 A member of the executive of a separate section 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 section.

#### 14. GENERAL MEETINGS

- 14.1 Annual General Meetings of the strata corporation or a separate section, as the case may be, shall be held at the time and place designated by the council or the executive provided that they shall be held once in each calendar year and no later than 2 months after the strata corporation's fiscal year end.
- 14.2 General meetings other than the Annual General Meetings shall be called Special General Meetings.
- 14.3 The Strata Council may, whenever it thinks proper, and shall on a requisition in writing by Owners or Mortgagees of not less than 25% of the strata lots, within 4 weeks after the requisition, convene a Special General Meeting.
- 14.4 The executive may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of not less than 25% of the strata lots in a separate section, within 4 weeks after the requisition, convene a Special General meeting.
- 14.5 No less than two weeks' written notice of every 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 to 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.

#### 15. PROCEDURE

- 15.1 All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of amounts and election of members to the Strata Council or executive, or at a Special General Meeting.
- 15.2 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.
- 15.3 If within 30 minutes from the time appointed for an annual or special general meeting of the Corporation a quorum is not present, those present in person or by proxy shall constitute a quorum.
- 15.4 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

- (j) report on insurance coverage if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## **16. VOTING AT MEETINGS**

- 16.1 At an annual or special general meeting, voting cards must be issued to eligible voters
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 16.7 Except in cases where, under the Strata Property Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.
- 16.8 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.
- 16.9 An owner who is a trustee is entitled to exercise the vote for the strata lot in respect of which he is trustee. The persons beneficially interested may not vote.

## **17. PROXIES**

- 17.1 An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- 17.2 A proxy need not be an owner.
- 17.3 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 the Strata Property 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 presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

## **18. VIOLATION OF BYLAWS**

- 18.1 An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected remedied or cured by the strata corporation. Any cost or expense so incurred by the strata 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 expenses are incurred but not necessarily paid by the strata corporation, and shall become immediately due and payable by the owner to the strata corporation on the date of the monthly assessment

- 18.2 Any infraction or violation of any rules and regulations established by the separate section pursuant to these bylaws on the part of the owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become part of the assessment of that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable by the owner to the executive on the date of payment of the monthly assessment.
- 18.3 The strata corporation or executive of a separate section, as the case may be, may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation of the separate section is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.
- 18.4 The strata corporation may fine an owner or tenant a maximum of:
- a) \$200.00 for each contravention of a strata bylaw; and
  - b) \$50 for each contravention of a strata rule.
- 18.5 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## 19. COMMON EXPENSES

- 19.1 "Common expenses" means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Strata Property Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the cost of repairs, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.
- 19.2 The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
- 19.3 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.
- 19.4 Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
- a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to subsection 19.7, shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section; and
  - b) common expenses not attributable to either separate section, shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation.

- 19.5 Without limiting the generality of the subsection (4) and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:
- (a) expenses relating to the common areas in each separate section (such as recreation rooms, storage areas, entrances, lobbies, utility room and other common areas in each area) will be for the account of the owners of strata lots in each respective section;
  - (b) the underground parking area and appurtenant common areas will be maintained by the strata corporation as part of the overall maintenance of the common property apportioned between the two sections on the basis of the total unit entitlement of the strata lots in each section; and
  - (c) the cost of maintaining the landscaped and other outdoor areas within the common property will be apportioned between the two sections on the basis of the total unit entitlement of the strata lots in each section.
- 19.6 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expanded if the area had not been designated as limited common property shall be borne in proportion to the unit entitlement of their strata lots by the owners of the strata lots entitled to use the limited common property.
- 19.7 Common expenses attributable to a separate section shall be apportioned by the executive of that separate section in the following manner:
- (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section.
  - (b) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.
- 19.8 At the first Annual General Meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first Annual General Meeting and ending on the first anniversary of the last day of the month during which the first Annual General Meeting is held. Such annual budget shall allocate common expenses as between the separate sections of the strata corporation. After that, all owners shall, subject to subsection (4), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
- 19.9 At each Annual General Meeting subsequent to the first Annual General Meeting, the strata corporation shall prepare an annual budget for the following 12-month period, and after that, all owners shall, subject to this bylaw, pay a monthly assessment in accordance with their unit entitlement.
- 19.10 Contributions to the operating fund which are not required to meet operating expenses accruing during the fiscal year to which the budget relates must be dealt with in one or more of the following ways, unless the strata corporation determines otherwise by a resolution passed by a 3/4 vote at an annual or special general meeting:
- (a) transferred into the contingency reserve fund;
  - (b) carried forward as part of the operating fund, as a surplus;
  - (c) used to reduce the total contribution to the next fiscal year's operating fund.

- 19.11 If operating expenses exceed the total contribution to the operating fund, the deficit must be eliminated during the next fiscal year.

## 20. NOTICES

- 20.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Strata Property Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot, or at another address specified by the owner, and if left with him or some adult person at that address.
- 20.2 A notice given by post shall be deemed to have been given 48 hours after it is posted.
- 20.3 An owner may at any time in writing advise the strata 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.
- 20.4 The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation or the executive of a separate section to the owner of the strata lot

## 21. CORPORATE SEAL

- 21.1 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 one member of it, who shall sign every instrument to which the seal is affixed.

## 22. PROHIBITIONS

- 22.1 An owner shall not:
- (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building or which breaches any applicable municipal bylaws, regulations or other applicable restrictions;
  - (b) make undue noise in or about any strata lot or common property, or
  - (c) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within bearing or party wall or the common property without first obtaining the written consent of the executive of the separate section; provided that the owners of strata lot(s) may from time to time and at any time make such changes, additions, improvements, alteration, enlargements, decorations, subtractions from, rearrangements of and subdivisions (collectively called the "Alterations") of the interior of such strata lots which they in their sole discretion may consider necessary or desirable but which do not affect any structural or supporting members of the building, including, without limiting the generality of the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes which such owners deem necessary or desirable, so long as the owner of the strata lot in question shall not interfere with other strata lot owners more than is reasonably necessary in the conduct of such Alterations.
- 22.2 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 strata lot for any other purpose, or permit it to be so used.

## 23. PROMOTION

- 23.1 Strata council may restrict as it sees fit the placement on common property of any advertising for the purpose of selling or leasing LMS 3440 units.

#### **24. BUILDING EXTERIOR**

- 24.1 Notwithstanding anything else in these bylaws, any decision which involves an addition or change to the appearance of the exterior of the building (including, without limitation, the colour, design, quality and proportion of the finishing treatment of the building exterior or any portion of the building exterior) shall require:
- (a) prior approval by special resolution of the strata council;
  - (b) prior approval by at least 50% of the owners of strata lots in the Commercial Section present and entitled to vote; and
  - (c) compliance with all applicable restrictions imposed by lawful authorities, including pursuant to any encumbrance registered against the common property.
- 24.2 An owner shall not permit water or any other liquid expelled from an air conditioning unit, to run down or otherwise be discharged on or over the exterior of the building, or on any common property.

#### **25. SIGNAGE**

- 25.1 Owners or tenants of strata lots in the Commercial Section will be permitted to install signage within and attach the same to the common property around the outside perimeter of the strata lots on the condition that such signage (i) complies with the signage guidelines for the building implemented by the commercial section and has received the written approval of the commercial section, and has received any approvals required from the City of Vancouver. Any signage installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the commercial strata owner who installs such signage.

## **RESIDENTIAL SECTION BYLAWS – SCHEDULE B**

These bylaws shall be applicable to all areas under the control and management of the Residential Section as described in the LMS 3440 bylaws (Strata Lots 10 to 196 inclusive).

### **Residential Bylaw #1: Disturbance of Others**

- 1.1 An owner or resident shall not permit any occupant of his/her strata lot or any guest to make noise in or about any strata lot or common property or to do anything which will interfere unreasonably with the quiet enjoyment of any other owner or resident.
- 1.2 No instrument or other device shall be used within a strata lot, which in the opinion of Council causes a disturbance or interferes with the comfort of other owners or residents.
- 1.3 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 lot and parking areas within the common property, except where prior approval has been given by Council.
- 1.4 Shopping carts shall not be left unattended on the common property.
- 1.5 Skateboards or in-line skates shall not be used in common areas including the parkade.
- 1.6 Mops, dusters, carpets or brooms of any kind shall not be shaken from, and nothing shall be thrown out of, projected out of, or suspended from, any window, door, stairway, vestibules or other parts of the common property.
- 1.7 No smoking is allowed in any common property (excluding common patios) including elevators, stairways, halls, interior common areas and the parkade.
- 1.8 All common property deck areas are the exclusive use of residents and their accompanied guests. Council can, at their discretion, limit the number of persons occupying the roof top decks.

### **Residential Bylaw #2: Vehicles & Parking**

- 2.1 An owner or resident shall use the parking space which has been specifically assigned to his/her strata lot, save and except for private arrangements with other owners for use of parking spaces assigned to other owners.
- 2.2 An owner, resident or guest of the same shall not park unlicensed vehicles on the common property unless proof of storage is provided to Council and displayed on the vehicle. Storage insurance must cover fire and third party liability.
- 2.3 Parking of vehicles other than those owned or leased by the owner or resident or their guests is prohibited.
- 2.4 No trailer, boat, or recreational vehicle or equipment of any kind shall be parked or stored on common property without the approval of Council.
- 2.5 No major repairs, oil changes, or adjustments to vehicles or other equipment shall be carried out on common property.
- 2.6 The parking space assigned to a strata lot shall not be rented or leased to non-residents of the building.
- 2.7 No one shall park or leave unattended a vehicle(s) in such a position that it interferes or infringes upon other parking spaces or access lanes. Vehicles that are illegally parked will be removed at owner's risk and expense.

- 2.8 Vehicles dripping excessive fluid, oil or any gasoline will be prohibited from parking on the common property until repaired. Owners or tenants are responsible for cleaning up oil or fluid stains in their parking stalls and shall at the Council's notification clean up all stains and drippings, or on failure do so after seven days from notification, be assessed the cost of cleaning by others.
- 2.9 Motorcycles, mopeds, scooters and the like with an engine size in excess of 80cc shall not park or be stored in any location of common property, with the exception of designated vehicle or motorcycle parking stalls. Motorized vehicles with three or more wheels shall only be permitted to park in designated vehicle parking stalls.

### **Residential Bylaw #3: Visitor Parking**

- 3.1 By parking in the residential visitor parking, all owners, tenants and, by extension, guests of the same agree to abide by the following terms and conditions:
  - a) Each strata unit will be provided with 1 (one) visitor parking pass; all vehicles parked in residential visitor parking stalls must have the pass prominently displayed at all times;
  - b) Free visitor parking is in effect for the period 6:00 am to 12:00 midnight, seven days a week. Vehicles bearing legitimate passes are entitled to park for a maximum period of 4 (four) consecutive hours from 6 am to 12 midnight;
  - c) Overnight paid parking continues to be in effect from 12:00 midnight to 6:00 am according to the fee schedule established by Strata Council. Payment is to be made at the automated ticket machine in the visitor parkade and valid tickets must be displayed face up on the dash the vehicle;
  - d) The Strata Corporation may authorize the towing of vehicles that are parked in contravention of the terms described by this policy. All towing will be at the expense and risk of the vehicle owner.
- 3.2 The Strata Council acknowledges that some owners and tenants may have guests that stay for longer periods of time. Accordingly, temporary passes that allow free visitor parking beyond the four-hour daily maximum are available from the Resident Caretaker on a first-come first-serve basis. The number of these temporary passes will be limited to ensure that an adequate supply of visitor parking exists for the benefit of all owners.
- 3.3 Replacement passes may be obtained from the Resident Caretaker for a \$25 administrative fee.

### **Residential Bylaw #4: Pet Control**

- 4.1 An owner or resident is responsible for the behaviour of his/her pet even though it may be in the care of others.
- 4.2 An owner, resident, or guest of the same shall ensure that any feces or urine deposited on common property by his/her/their pet(s) is promptly cleaned up and disposed of in an approved manner.
- 4.3 An owner shall discourage his/her dog(s) from excessive barking at all times.
- 4.4 Dogs, while on common property, must be on a leash and must be attended to at all times.
- 4.5 Owners or residents who wish to express a complaint to Council about any pet or its owner must do so in writing. Complaints should be specific as to violation, dates and times, and wherever possible, contain witness verification.

- 4.6 The Strata Council shall have the authority to levy a fine of up to \$200.00 per incident for any violation of Bylaw #4. Owners renting suites are responsible for the actions of their tenants' pets and/or their guests' pets on common property.
- 4.7 An owner or resident is responsible for any damage sustained by common or limited common property where the damage is directly attributable to their pet(s), and shall be responsible to reimburse the strata corporation for repairs necessary to return the common or limited common property to it's original condition.
- 4.8 Pets, animals, and the like shall be restricted from access to the common patios located on the second, fifth, and penthouse levels, at all times.
- 4.9 **[Existing pets would be grandfathered re types and numbers]**  
Only the following pets will be permitted to be kept on a strata lot:
- cats and or dogs with a maximum of 3, of which not more than 2 can be dogs, or 2 cats.
  - a reasonable number of fish in a small aquarium.
  - small caged mammals to a maximum of 4.
  - up to 2 caged birds, but none with loud calls.
- 4.10 An owner shall *not allow* his/her dog(s) to bark excessively.
- 4.11 Dogs, while on common property, must be on a leash and must be attended to at all times and *dogs classified by the City of Vancouver as a vicious breed, must be muzzled similar to the City's requirements at all times when the dog is on Common Property.*
- 4.12 The Strata Corporation may require removal by an owner or occupier of any residential strata lot any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the Strata Council, constitutes a nuisance to any resident of a strata lot or to any property of the Strata Corporation.
- 4.13 Dogs and cats residing within any strata lot must be registered with the Strata Corporation in the manner prescribed by the Corporation from time to time.

#### **Residential Bylaw #5: Security**

- 5.1 No one shall leave open or unlocked any outside entrance or exterior fire exit unless they are in constant supervision of that entrance/exit. No realtors or others shall prop open doors.
- 5.2 Upon entering or exiting the building all doors must be firmly pulled shut to ensure that they are locked.
- 5.3 No one shall let another person into the building by enterphone or otherwise, unless that person is known to them.
- 5.4 Owners are liable for any damage done to the Strata Corporation assets and/or common property by their pets, children, guests, visitors and/or tenants.
- 5.5 Residents should report to the Resident Caretaker or police any suspicious person(s) in or around the building.
- 5.6 All door keys to locks on common property are common property and may be duplicated and issued only by the Strata Corporation.
- 5.7 Additional keys made maybe obtained from the Resident Caretaker on payment of the appropriate fee.

- 5.8 All keys lost or stolen shall be reported to the Resident Caretaker. The sole purpose for this rule is to determine when sufficient keys are missing to require changing of the locks.
- 5.9 If any owner, resident or guest is found using a unauthorized copy of the common property key, the owner shall be assessed a maximum fine of \$200.00 and may, if the breach appears serious enough in the judgement of Council, be assessed the cost of changing all common property locks and the resultant reissue of keys to all owners.

#### **Residential Bylaw #6: Exterior/Interior Appearance**

- 6.1 No structural alterations either in the interior or exterior of the building shall be made, nor the wiring, plumbing, piping or other services shall be altered or supplemented on the strata lot or within any walls or on common property without prior written approval of the Strata Council, which approval shall not be unreasonably withheld. Any alteration or addition made by an owner or his/her representative without such approval may be restored or removed by the Strata Council or its authorized agent and any costs incurred by the Strata Council as a result thereof, shall forthwith be assessed against and paid by such owner to the Strata Corporation.
- 6.2 Window coverings must be drapes, blinds, or shutters and must display only white or off white to the outside appearance. Use of bedding, towels, or flags as window coverings is prohibited.
- 6.3 No owner shall alter any structure exterior or interior of his/her strata lot without first obtaining the necessary municipal building permits from the City of Vancouver. The Strata Council shall be given a copy of such permits and owners shall sign an agreement to save harmless the Strata Corporation from future financial liability.

#### **Residential Bylaw #7: Moving In/Out**

- 7.1 Owners shall give the Strata Corporation's designated property management agent or Resident Caretaker no less than 10 days notice of any move in or out of the building.
- 7.2 The use of the elevator for moving shall be with the service key only. Owners must obtain this key from the Resident Caretaker. A deposit of \$50.00 is required to secure the key and is refundable on return of the key.
- 7.3 A one-time non-refundable move in/out fee of \$100.00 will be levied against the Strata lot for move ins. If owners, their tenants, or agents of the same damage common property during moves in or out of the building, the Strata Council may charge back repair costs to the offending strata lot.
- 7.4 Per the Strata Property Act, owners are required to submit to the Strata Corporation a Form "K" when renting or leasing their strata lot. The fine for not submitting a Form "K" shall be \$200.00.

#### **Residential Bylaw #8: Safety & Emergencies**

- 8.1 No combustible, flammable or offensive materials shall be stored in any strata lot, common area or parking stalls.
- 8.2 No owner or resident or guest shall take any action or permit any action that will increase the risk of fire.
- 8.3 Nothing shall be suspended or projected from, or thrown out of, or permitted to fall out of any window, door, balcony, plaza or roof top or any part of the common property, especially, but not limited to, burning cigarettes and matches.
- 8.4 In the event of an emergency emanating, from the strata lot whose owner or resident cannot be contacted immediately, access for protection of common property or life safety may be gained by force at the owner's expense.

8.5 Owners shall report suspected leaks or water ingress immediately to the Resident Caretaker and to the property management company engaged by LMS 3440.

8.6 An owner or resident or their representatives shall not allow his/her strata lot to become unsanitary or a health hazard and if so deemed by the Strata Council or the City Health Department, the Council shall take the necessary steps to render the lot sanitary or acceptable to the City Health Department at the owner's sole expense.

**Residential Bylaw #9: Damage to Common Property**

9.1 No owner, resident, guest or visitor shall do anything on common property to damage or alter any physical improvements thereto and facilities hereon including parking stalls, carpets, roof, lighting, steps, walkways, utility room, retaining walls, fences and landscaping.

9.2 An owner shall indemnify and save harmless the Strata Corporation for all expense of any maintenance, repair or replacement rendered necessary to the common or limited common property or to any of the strata lots due to the act, omission, want of repair, negligence or carelessness by themselves, by any member of their family, their guests, agents, or tenants to the extent that such expense is not met by the proceeds of the insurance carried by the Strata Corporation.

9.3 Damage to Common Property caused by the owner, tenant, invitee of a Strata Lot shall be repaired by the Strata Corporation with all applicable costs charged back to the offending Strata Lot owner.

**Residential Bylaw #10: Communication with Council**

10.1 Communication between owners and Council shall be in writing, signed by the owner and shall be directed to the property management company engaged by LMS 3440 or any one or more members of Council, or deposited in the Strata Council mailbox in the lobby.

**Bylaw #11: Resident Caretaker**

11.1 Except in emergencies, the Resident Caretaker will perform the duties as directed by the Strata Council and such duties will be restricted to the maintenance and supervision of the common property, common facilities and other assets of the Strata Corporation.

11.2 No owner, resident or guest will contact the Resident Caretaker prior to 8:00 am or after 5:00 pm except in the case of emergencies.

**Bylaw #12: Violation of Bylaws, Rules and Regulations**

12.1 In addition to the fines set out in Schedule A of these Bylaws, the strata corporation may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.

**Bylaw #13: Patio Use Policy**

13.1 Residents and their guests have the right to reasonable use and enjoyment of the Second Floor Patio, the North and South 5th Floor Patios, and the Penthouse Rooftop Patio under the following conditions:

- (a) Owners, residents their guests may access common area patios only within the hours set by Strata Council.
- (b) Owners, residents and guests using common area patios must comply strictly with the City of Vancouver Noise Bylaw. Since many residential units border patio areas, amplification of music

with any device other than headphones is prohibited on common area patio decks between the hours of 11pm to 8am.

- (c) Owners and tenants must not assemble an unreasonable number of guests on common area patios. Strata Council, its agents or employees may, at their discretion, close access to common area patios where they believe that the owner or tenant has assembled an unreasonable number of guests.
- (d) Owners, residents, and guests must not trespass beyond designated walkways and patio areas. Access to roof areas, landscaped planters and parapet walls is strictly prohibited.
- (e) No owner, resident or guest of the same may set up tarps or shelters on common area patios unless they have the written permission of Strata Council.
- (f) Strata council may revoke access to patios and or assess a fine of up to \$200.00 where an owner, tenant or guest of the same violates any part of this policy.

#### **COMMERCIAL SECTION BYLAWS – SCHEDULE C**

These bylaws shall be applicable to all areas under the control and management of the Commercial Section as described in the LMS 3440 bylaws (Strata Lots 1 to 9 inclusive).

1. Any signage erected on the exterior of the building must have the prior approval of the commercial section executive.
2. Each business is restricted to the display and use of one freestanding sidewalk / sandwich board sign to advertise its business. Signs are not to be left out beyond the open hours of the business they advertise. Special occasions that require additional sign boards may be accommodated subject to the prior approval of the commercial section executive. Size and design of all sign boards are subject to approval of the commercial section executive.
3. It is the intent of the commercial section executive that all signage is to be designed and erected in an aesthetically pleasing manner. Commercial Owners / Tenants should keep this in mind in making their applications. They are advised to discuss their ideas in this regard with the commercial executive prior to preparing their submission.
4. Any signage mechanically attached should be done so in a manner sympathetic to the integrity of the exterior skin of the building. Tenants / Owners are responsible for the cost of restoring the skin upon removal of signage at the termination of their lease, or upon sale of the strata lot if this results in a change of tenancy. Owners are to have tenants agree to this by means of an addendum to any lease agreements that may be in place.
5. Use of common property that is managed and administered by the commercial section (as per section 7 of the bylaws ), including the areas immediately in front of each commercial strata lot to the property line, is subject to the approval of the commercial section executive.
6. The commercial section acknowledges that the property in front of strata lots 7 & 8 is utilized from time to time on a temporary basis by the residential section for the loading and unloading of moving trucks, and agrees to allow such access to continue in mutually acceptable manner.