



**Strata Corporation LMS1866**  
**989 Nelson Street & 970 Burrard Street, Vancouver, B.C.**

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## **BYLAWS**

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## BYLAWS

### 1. Duties of Owner

- a) The owners of all the residential strata lots shall form a separate section within the Strata Corporation consisting of all the residential strata lots in the strata plan, being specifically strata lots 1 through 243 inclusive and bearing the name ASection 1 of The Owners, Strata Plan LMS 1866 (the AResidential Section").
- b) The owners of the non-residential strata lots shall form a separate section within the Strata Corporation consisting of all the non-residential strata lots in the strata plan, being specifically strata lots 245 through 449 inclusive, and bearing the name ASection 2 of The Owners, Strata Plan LMS 1866 (the ACommercial Section").
- c) An owner shall
  - i) 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 adding, removing or renewing common property or other assets of the Strata Corporation, or for the purpose of ensuring that the bylaws are being observed;
  - ii) repair and maintain his strata lot (excluding windows and doors on the exterior of a building or that front on the common property), and limited common property designated to his strata lot, and keep them in a state of good repair, reasonable wear and tear excepted;
  - iii) use and enjoy the common property 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;
  - iv) not use his 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 family;
  - v) notify the Strata Corporation promptly of any change of ownership in connection with his strata lot; and
  - vi) receive the written permission of the council before undertaking any alterations to the exterior or structure of the strata lot, or any interior renovations of a substantive nature where such building or renovation may affect other residents, but permission shall not be unreasonably withheld.
- d) An owner must pay strata fees to the Strata Corporation on or before the first day of the month to which the strata fees relate.
- e) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, commencing from the date the payment was due and continuing until the last day of the month in which it is paid. Late strata fee payments are subject to a \$50.00 fine if payment is not received by the 15th day of the month.
- f) The number of individuals who may reside in any one residential Strata Lot must be in accordance with Municipal and Provincial Laws, Bylaws and Regulations. See Management for details.

For the purpose of this bylaw, suites designed with rooms specified as dens are not to be considered bedrooms.

The onus is upon the owner to persuade the Strata Council that the suite is not occupied by more than the allowed number of people. The decision of the Strata Council acting reasonably shall be final and binding upon the owner.

Any owner who violates this Bylaw shall be fined \$200 every seven days or part thereof that an owner is in violation. An owner in violation of this Bylaw shall be subject to an immediate injunction application and will be responsible for all reasonable costs incurred by the Strata Corporation enforcing the bylaw.

g) Noise (Immediate Fine No Warning)

- i) No noise shall be made at any time, which in the opinion of Management is a nuisance or unreasonably interferes with the use and enjoyment of any other Strata Lot by Owners.
- ii) No stereo, radio, television or other sound reproducing equipment shall be used at a volume, which, in the opinion of Management, causes a disturbance or unreasonably interferes with the use and enjoyment of any other Strata Lot by Owners.
- iii) No musical instrument, tool or other device shall be used which in the opinion of Management, causes a disturbance or interferes with the use and enjoyment of any other Strata Lot by Owners.
- iv) Municipal By-laws covering noise, disturbances, and public nuisance shall apply to all Owners.

h) Rental of Strata Lots

- i) Effective September 1, 2003, no company or individual shall manage more than two residential strata lots without being licensed through the Real Estate Act of British Columbia and/or other Acts, Regulations and Bylaws that may apply to the management of residential property.

## **2. Duties of Strata Corporation and Separate Sections**

- a) The Strata Corporation shall, to the extent that the function is not specifically delegated pursuant to these bylaws to the separate sections established hereunder (save where by resolution of such separate section the Strata Corporation has been requested to act):
  - i) keep in a state of good and serviceable repair and properly maintain the fixtures, fittings, installations and other apparatus and equipment used in connection with the common property or other assets of the Strata Corporation;
  - ii) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
  - iii) maintain and repair (including renewal where reasonably necessary) all common property; and
  - iv) maintain and repair the exterior of the buildings (including windows, doors, balconies and patios attached to the exterior of the building or which front on the common property), and including the decorating of the whole of the exterior of the building.
- a) Each separate section of the Strata Corporation established pursuant to these bylaws shall:
  - i) control, manage and administer the limited common property appurtenant to the strata lots in the separate section, facilities common to the separate section which are for the use and enjoyment of the owners of strata lots in the separate section only (hereinafter referred to as "facilities common to the separate section"), limited common property appurtenant to strata lots in the separate section, and other assets of the separate section of the Strata Corporation for the benefit of the owners of all strata lots in the separate section;
  - ii) 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 or appurtenant to strata lots in the separate section, facilities common to the separate section, or other assets of the separate section;
  - iii) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the building or the common property and capable of being used in connection with the enjoyment of more than one strata lot within the respective separate section only, the limited common property appurtenant to the separate section which is designated for the use and enjoyment of the owners of strata lots in the separate section only or the limited common property appurtenant to a strata lot in the separate section;

- iv) collect and receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a savings institution as permitted by the Strata Property Act; and
- v) 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.

### **3. Separate Section Resolutions**

Any resolutions passed by a separate section shall apply only to the strata lots within that separate section.

### **4. Council and Section Executives**

- a) At each annual general meeting of the Strata Corporation:
  - i) all of the members of the council shall retire from office and the Strata Corporation shall elect a new council, and
  - ii) all of the members of the executives of the separate sections shall retire from office and the separate sections shall elect a new executive.

A retiring member of each of the council and the section executives is eligible for re-election.

- b) The council must have a least 2 and not more than 4 members, and shall include not less than 1 or more than 2 members from each separate section.
- c) The executive of the Residential section shall be elected by and from and amongst the owners within that section and shall consist of not less than 5 or more than 7 members.
- d) The executive of the Commercial section shall be elected by and from and amongst the owners within that section and shall consist of not less than 3 or more than 4 members.

### **5. Vacancies, Quorum, etc.**

- a) The Strata Corporation may, by resolution passed by a majority vote at a general meeting, remove 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.
- b) Each separate section may, by resolution passed by a majority vote at a general meeting of such section, remove a member of the section executive before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting of such section.
- c) A vacancy on the council or a section executive may be filled by the remaining members of the council or section executive, as the case may be.
- d) No person may stand for council or continue to be on council with respect to strata lot if the Strata Corporation has registered a lien against that strata lot under the act. Any person who is three months in arrears on strata fees shall be deemed to have resigned from council.
- e) A quorum of the council or a section executive is 2 where the council or executive consists of 4 or less members, 3 where the council consists of 5 or 6 members, and 4 where the council consists of 7 members.

### **6. Officers and Meetings**

- a) At the first meeting of each of the council and the executives of each separate section held after each annual general meeting of the Strata Corporation, the council and the section executives shall elect from among their members a president and vice- president, who shall hold office until the conclusion of the next annual general meeting or until their successors are elected or appointed.
- b) The president shall have a casting vote in addition to his original vote.
- c) Where the president of the council or a section executive is absent from any meeting of the council or a section executive, as the case may be, or vacates the chair during the course of a meeting, the vice-president shall act as the president 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 president for that meeting, who shall have all the duties and powers of the president while so acting.
- e) At meetings of the council and the section executives all matters shall be determined by simple majority vote.

## **7. Council and Section Executive Powers**

Each of the council and the section executives may, with respect to their separate powers:

- 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 for and on behalf of the Strata Corporation or the separate sections, as the case may be, agents and employees as it thinks proper for the control, management and administration of the common property or other assets of the Strata Corporation or the separate sections, and the exercise and performance of the powers and duties of the Strata Corporation or the separate sections, as the case may be; and
- c) subject to any restriction imposed or direction given at a general meeting and subject to the provisions of the *Strata Property Act*, 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.

## **8. Council and Executive Duties and Liabilities**

- a) 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:
  - i) a copy of any special or unanimous resolutions passed by the separate section;
  - ii) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
  - iii) minutes of all general meetings of the separate section; and
  - iv) minutes of all meetings of the executive of the separate section.
- b) Members of the council and the executive of the separate sections are not personally liable for an act done in good faith in carrying out his duties as a member of the council or executive.

## **9. Procedure for General Meetings**

- a) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- b) If a quorum is not present within 30 minutes of the time appointed for a general meeting then the meeting shall be called to order and persons present, in person or by proxy, shall be deemed a quorum.
- c) The president of the council shall be the Chairman of all general meetings. In his absence from the meeting or in case he vacates the chair, the vice-president of the council shall act as Chairman. In other cases, the meeting shall appoint a Chairman.
- d) The order of business at general meetings shall be:
  - i) electing the Chairman of the meeting, if necessary;
  - ii) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
  - iii) determining that there is a quorum and filing proof of notice of meeting or waiver of notice;

- iv) reading and disposing of any unapproved minutes;
- v) receiving reports of committees;
- vi) considering the accounts;
- vii) approving the budget and reporting on insurance coverage if the meeting is an annual general meeting;
- viii) electing a council, if necessary;
- ix) unfinished business;
- x) new business; and
- xi) adjournment.

#### **10. 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 a poll may be withdrawn.
- b) Unless a poll is requested, a declaration by the president 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 president 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 president of the meeting is entitled to a casting vote in addition to his 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 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.

#### **11. Strata Lot 448 Vote at Strata Corporation Meetings**

With respect to the votes allocated to Strata Lot 448 as shown on the Schedule of Voting Rights attached to the strata plan and to be voted at any general meeting of the Strata Corporation, the owner(s) of each of the Residential Strata Lots and Commercial Strata Lots (collectively referred to in this by-law 11 as the "Owners", and individually as an "Owner") shall be entitled to, and have, a vote in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all Residential Strata Lots and Commercial Strata Lots. At any general meeting of the Strata Corporation, all such votes of the Owners present in person or by proxy shall be tallied by the scrutineer and will represent the vote of the Strata Corporation in respect of Strata Lot 448. To carry out the full intent of this by-law, the Strata Corporation, as owner of Strata Lot 448, shall execute a general instrument of proxy appointing the Owners as proxy holders as to the proportionate vote held by each of them, entitling each Owner to vote such proportionate vote at any general meeting of the Strata Corporation.

#### **12. Strata Lot 448 Vote of Commercial Section Meetings**

With respect to the votes allocated to Strata Lot 448 as shown on the Schedule of Voting Rights attached to the strata plan and to be voted at any general meeting of the Commercial Section, the owner(s) of each of the Commercial Strata Lots (collectively referred to in this by-law 12 as the "Commercial Strata Lot Owners", and individually as a "Commercial Strata Lot Owner") shall be entitled to, and have, a vote in the proportion that the unit entitlement of each such Commercial Strata Lot bears to the aggregate unit entitlement of all Commercial Strata Lots. At any general meeting of the Commercial Section, all such votes of the Commercial Strata Lot Owners present in person or by proxy shall be tallied by the scrutineer and will represent the vote of the Strata Corporation in respect of Strata Lot 448. To carry out the full intent of this

by-law, the Strata Corporation, as owner of Strata Lot 448, shall execute a general instrument of proxy appointing the Commercial Strata Lot Owners as proxy holders as to the proportionate vote held by each of them, entitling each Commercial Strata Lot Owner to vote such proportionate vote at any general meeting of the Commercial Section.

### 13. Strata Lot 449 Vote at All Meetings

With respect to the votes allocated to Strata Lot 449 as shown on the Schedule of Voting Rights attached to the strata plan, and to be voted at any meeting of the Strata Corporation or the Commercial Section, the owner(s) of each of the Commercial Strata Lots (collectively referred to in this by-law 13 as the "Commercial Strata Lot Owners", and individually as a "Commercial Strata Lot Owner") shall be entitled to, and have, a vote in the proportion that the unit entitlement of each such Commercial Strata Lot bears to the aggregate unit entitlement of all Commercial Strata Lots. At any general meeting of the Strata Corporation or the Commercial Section, all such votes of the Commercial Strata Lot Owners present in person or by proxy shall be tallied by the scrutineer and will represent the vote of the Strata Corporation in respect of Strata Lot 449. To carry out the full intent of this by-law, the Strata Corporation, as owner of Strata Lot 449, shall execute a general instrument of proxy appointing the Commercial Strata Lot Owners as proxy holders as to the proportionate vote held by each of them, entitling each Commercial Strata Lot Owner to vote such proportionate vote at any general meeting of the Strata Corporation or the Commercial Section.

### 14. Violation of Bylaws

- a) An infraction or violation of these bylaws or any of the Rules established pursuant to these bylaws on the part of an owner, his employees, agents, invitees, or tenants, may be corrected, remedied or cured by the Strata Corporation as follows, except where otherwise stated in the bylaws:
  - i) First Violation: warning letter;
  - ii) Second Violation: \$50.00 fine;
  - iii) Further Violation: **\$200.00 fine per violation.**

The Strata Corporation may impose a fine without issuing a warning for certain by-laws ( as noted herein) on an owner or tenant for a continuing contravention of a bylaw or Rule every 7 days.

Repeated non-observance by an Owner of Rules and Bylaws *relating to recreational facilities* will result in the Strata Corporation cancelling access to Social Club, Fitness Centre or Craft Room for that Owner's Strata Lot.

- b) The fine is levied against the owner of the strata lot or the tenant if the strata lot is rented, with advice to the owner, and in the event the fine levied against a tenant is not paid, the fine amount will be added to and become part of the monthly assessment fee of that owner and shall become due and payable on the following due date of the owner's monthly assessment fee. Any costs or expenses so incurred by the Strata Corporation shall be charged to the owner. Such charges shall be immediately paid by owners.
- c) The Strata Corporation may recover from an owner by an action for debt in the Small Claims Court (British Columbia) money which the Strata Corporation 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 established under them, without requiring authorization by a resolution passed by a 3/4 vote.
- d) Any infraction or violation of any bylaws or any Rules established by a separate section pursuant to these bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the separate section by imposing fines in the amounts and at the frequencies set out in bylaw 14(a), and any costs or expenses expended or incurred 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 a 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 on the date of payment of the monthly assessment.

## 15. General

- a) The following shall apply to all strata lots within the Commercial Section:
  - i) signage affixed to the commercial strata lots shall be in the form of signage as approved by the executive of the Commercial Section from time to time and shall comply with all local municipal bylaws; and
  - ii) no owners of strata lots within the Commercial Section shall make tenant improvements without a building permit issued by the City of Vancouver and the approval of the Commercial Section executive, which approval should not be unreasonably withheld.
- b) The following shall be applicable to all strata lots:
  - i) any revenues or benefits derived from the use of any limited common property shall accrue to the benefit of the strata lot owner or owners in respect of which the limited common property is designated from time to time in accordance with the *Strata Property Act* and these bylaws.

## 16. Move In/ Move Out/ Deliveries.

- a) All new owners are eligible for one (1) move in and out at no charge. Additional moves in and/or outs, will be charged a non-refundable fee of \$100.00 upon move in, fee to be paid to the residential manager when booking the move in date. No fee will be collected upon move out. Unpaid move in fees will be added to that strata lot owner's next regular monthly assessment. Owners are subject to a \$200.00 fine for any unscheduled moves. ( ***Immediate Fine No Warning***) Moves must be made through the lower main loading bay entrance only. Moves through any other location are subject to a \$200 fine. ( ***Immediate Fine No Warning***)
- b) Owners are subject to a \$200.00 fine if no Form K is provided within 7 days of a move-in by a tenant.
- c) The unapproved use of the elevators for renovations to individual suites or lots shall be subject to a fee as listed in the rules for the appropriate strata corporation section.
- d) Deliveries of a substantial nature to be determined by the Building Manager will be assessed an Elevator and Security set up fee not to exceed \$35.00.
- e) Fobs (access cards) are only issued to tenants who have a valid form K registered with the property manager.

## 17. Pets

- a) No pets are permitted upon any strata lot, or about any common property or limited common property, other than those which appeared on the residential pet register established at the first annual general meeting, or those which are in commercial strata lots for business purposes or those permitted by law to assist the handicapped. No pet shall be added to the register and those registered cannot be replaced with another pet no matter the circumstance except those permitted by law to assist the handicapped.
- b) Owners of strata lot with pets that are unregistered shall be fined \$200 per month for each unregistered pet in their strata lot.
- c) Owners with unregistered pets shall not keep their pet in their strata lot or on the common property after notice to that effect is received from the council.
- d) Registered dogs shall be kept on a leash at all times when on the common property (hallways, lobby, elevators, stairways) of the Strata Corporation.
- e) Any owner permitting their registered pet to foul any part of the common property shall be held responsible for the removal of the excrement.
- f) An owner who keeps a registered pet which, in the opinion of the council, proves to be a nuisance, whether in the strata lot or on common property, may be ordered by the council to be removed permanently from the premises. Any owner who fails to comply within 14 days of receiving written notice from the Council will be fined \$100.00 per month or portion thereof, in addition to any other fines

that may have been imposed during the period in which the offending pet continues to occupy the premises.

- g) Fish tanks of up to thirty (30) gallons shall be allowed.

## **18. Heat Pumps**

Any residential owner or resident who does not provide access to their strata lot for a regular filter change and heat pump service shall be fined \$50.00 and any repair costs to a heat pump where access was not provided shall be borne by the owner.

## **19. Social Club and Guest Suites**

- a) The recreational social club may be booked for groups of 6 persons or more on a reservation system and at a fee to be determined in a Rule which must be ratified.
- b) Any owner or resident failing to clean up the social club after using it shall be fined \$50.00 plus cleaning charges without warning.
- c) The guest suites within the residential section shall be provided to residential owners on a pre-reserved basis at a nightly fee to be determined in a Rule which must be ratified.

## **20. Types of Strata Lots**

- b) The strata plan consists of four types of strata lots as follows:
  - (i) residential strata lots, being strata lots 1 to 243 inclusive (referred to in these bylaws as the "residential strata lots");
  - (ii) commercial strata lots, being Strata Lots 245 - 447 inclusive (referred to in these bylaws as the "commercial strata lots");
  - (iii) common electrical/mechanical equipment strata lot, being Strata Lot 448 (referred to in these bylaws as the "Common Equipment Strata Lot");
  - (iv) commercial facilities strata lot, being Strata Lot 449 (referred to in these bylaws as the "Facilities Strata Lot").

If a contribution to the operating fund relates to and benefits only one of these types of strata lots, such contribution is to be shared only by the owners of strata lots of that type and each strata lot's share of that contribution is to be calculated in accordance with the formula which has as its numerator the unit entitlement of the strata lot within that type and as its denominator the total unit entitlement of all strata lots within that type.

## **21. Parking**

The residential executive will appoint one (1) person who will be responsible for the allocation of one hundred and fifty (150) underground parking spaces pursuant to section 76 of the *Strata Property Act*. Allocation of spaces shall be established through firstly, the parking space requests received from the owners' original purchase agreement, and thereafter on the basis of requests received by the residential executive on an as available, first come basis.

## **22. Promotion**

- a) During the time that the owner developer of the Strata Corporation is the first owner of any units, he shall have the right to maintain any unit or units, whether owned or leased by him, as a display unit, and to carry on all sales functions he considers necessary in order to enable him to sell the units. Subject to the Strata Corporation's signage policies.
- b) Advertising for the purposes of selling strata lots shall be restricted as to size, location and use by council through a signage policy and owners will be subject to the conditions of the signage policy.
- c) Until the owner developer has conveyed all of the strata lots it shall have an easement for access to such strata lots at all reasonable times.
- d) The owner developer shall have the right to conduct "open houses" from the development and have the right to place signs about the development for the purposes of marketing any unsold strata lots. Subject to the Strata Corporation's signage policy for that lot.

### **23. Damage to Property**

- a) An owner, tenant, occupier or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the Strata Corporation due to a claim being made on the insurance policy of the Strata Corporation.
- b) In the event that loss or damage occurs that gives rise to a valid claim under the Strata Corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupier or visitor, then such owner or tenant or the owner or tenant who is responsible for the occupier or visitor, shall, as permitted by section 133 of the Strata Property Act, be responsible for paying to the Strata Corporation the reasonable costs of the Strata Corporation remedying the contravention of bylaw 11(1), being an amount equal to the insurance deductible payable by the Strata Corporation.
- c) The council and the section executives are not responsible for loss or damage to personal property left in the bicycle and/or locker rooms and all common areas. This property should be covered under your tenant's package policy.
- d) Any owner who tampers with building fire security systems including in-suite smoke alarms, fire alarm speakers and/or sprinklers will be prosecuted according to law, fined the sum of \$150.00( *Immediate Fine No Warning*) and held liable for any damage and/or expenses to common and/or private property.
- e) The Strata Corporation is not responsible for loss or damage to personal property left on common or limited common property. This property should be covered under the residents' personal insurance.

### **24. Spending Limitation**

The council may authorize single expenditures of up to \$5,000.00 which are not set out in the annual budget, but not exceed 50% of the annual operating budget.

### **25. Contracts**

- a) Contract terms shall not exceed one year unless otherwise determined by council and must include a one-month cancellation clause for the benefit of the Strata Corporation.
- b) The council has the obligation to tender all contracts prior to their expiration to at least three competing companies.

### **26. Severability**

Should any portion of these bylaws be declared invalid and unenforceable then such portion shall be deemed to be severable from these bylaws and the invalidity or unenforceability thereof shall not affect or render unenforceable or invalid any other provisions of these bylaws.

### **27. Prohibitions**

- a) An owner shall not
  - i) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building
  - ii) make undue noise in or about any strata lot or common property; or
- 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 strata lot for any other purpose, or permit it to be so used.
- c) An owner of a commercial strata lot shall not use his strata lot for any purpose:
  - i) in the nature of automotive repair or automotive paint or body shops;
  - ii) in the nature of meat, poultry or fish processing;
  - iii) which may result in the release of noxious odours;

- iv) in connection with a mortuary or crematorium or the handling, disposal or burial of human remains;
- v) which may result in the release of toxic wastes or other pollutants, except in accordance with all relevant law and regulations;
- vi) which constitutes an offensive trade as defined by the *Health Act*, except in accordance with the *Health Act*;
- vii) in connection with the sale, repair and rental of heavy equipment;
- viii) in connection with the sale, repair and rental of trailers, mobile homes, recreational vehicles or pleasure boats;
- ix) in connection with the operation of an escort service or massage parlour;
- x) in connection with the operation of welding and machine shops;
- xi) in connection with the operation of veterinarian's offices;
- xii) in connection with the refining, rendering, distillation or fermentation of fats or oils;
- xiii) in connection with the manufacture of synthetic fibres or the tanning of leather;
- xiv) in connection with the storage and sale of fuel;
- xv) in connection with the manufacture of metal products;
- xvi) in connection with the operation of a business that is represented in whole or substantially as a discount business, a pawn business, a mail order business, or a surplus or bargain store;
- xvii) in connection with the operation of a casino;
- xviii) in connection with the operation of a pet store;
- xix) in connection with the operation of a video or amusement arcade or billiards hall;
- xx) in connection with the operation of a community hall, public gathering, assembly or drop-in centre;
- xxi) in connection with the operation of a cheque cashing service;
- xxii) in connection with the operation of a wine or beer outlet;
- xxiii) in connection with the sale or rental of sexually explicit or pornographic products or publications;
- xxiv) in connection with the carrying on of a business or occupation which is deemed by the executive of the Commercial Section to likely interfere with the use and enjoyment of other strata lots by their owners, employees or visitors, or to constitute a nuisance or a hazard to any occupier of a strata lot, or to the public;
- xxv) in connection with the operation of any other business which because of the merchandise sold or likely to be sold or the merchandising or pricing methods used or likely to be used would tend to lower the character or reputation of the commercial development comprised by all of the businesses carried on in the Commercial Section, in the opinion of the executive of the Commercial Section.

~ END OF DOCUMENT ~

**THE OWNERS, RESIDENTIAL SECTION OF**  
**STRATA PLAN LMS 1866**  
**¾ VOTE RESOLUTION REGARDING THE**  
**AMENDMENT OF BYLAW 4. c)**  
**FOR THE STRATA CORPORATION**

**BE IT RESOLVED AS A RESOLUTION PASSED BY ¾ VOTE THAT:**

the owners, Strata Plan LMS 1866, wish to amend the following by-law.

**4. Council and Section Executives**

- c) The executive of each separate section shall be elected by and from and amongst the owners within that separate section, and shall consist of not less than 3 or more than 4 members.

***Shall be amended to read***

**4. Council and Section Executives**

- c) **The executive of the Residential section shall be elected by and from and amongst the owners within that section and shall consist of not less than 5 or more than 7 members.**
- d) **The executive of the Commercial section shall be elected by and from and amongst the owners within that section and shall consist of not less than 3 or more than 4 members.**

End of Resolution

**THE OWNERS, OF STRATA PLAN LMS 1866**  
**¾ VOTE RESOLUTION TO APPROVE THE ADDITION OF THE**  
**FOLLOWING BYLAW TO THE BYLAWS**  
**FOR THE STRATA CORPORATION**

**BE IT RESOLVED AS A RESOLUTION PASSED BY ¾ VOTE THAT:**

the owners, Strata Plan LMS 1866, wish to add the following bylaw to the Bylaws of the Strata Corporation:

**5. Vacancies, Quorum etc.**

- f) No employee or contractor of the Strata Corporation shall be eligible for election to the Residential Executive or the Commercial Executive.

End of Resolution

**THE OWNERS, OF STRATA PLAN LMS 1866**  
**¾ VOTE RESOLUTION REGARDING THE**  
**AMENDMENT OF BYLAW 16. FOR THE STRATA CORPORATION**

**BE IT RESOLVED AS A RESOLUTION PASSED BY ¾ VOTE THAT:**

the owners, Strata Plan LMS 1866, wish to amend the following Bylaws of the Strata Corporation:

**16. Move In/ Move Out/ Deliveries.**

- a) All new owners are eligible for one (1) move in and out at no charge. Additional moves in and/or outs, will be charged a non-refundable fee of \$100.00 upon move in, fee to be paid to the residential manager when booking the move in date. No fee will be collected upon move out. Unpaid move in fees will be added to that strata lot owner's next regular monthly assessment. Owners are subject to a \$200.00 fine for any unscheduled moves. (*Immediate Fine No Warning*) Moves must be made through the lower main loading bay entrance only. Moves through any other location are subject to a \$200 fine. (*Immediate Fine No Warning*)
- b) Owners are subject to a \$200.00 fine if no Form K is provided within 7 days of a move-in by a tenant.
- c) The unapproved use of the elevators for renovations to individual suites or lots shall be subject to a fee as listed in the rules for the appropriate strata corporation section.
- d) Deliveries of a substantial nature to be determined by the Building Manager will be assessed an Elevator and Security set up fee not to exceed \$35.00.
- e) Fobs (access cards) are only issued to tenants who have a valid form K registered with the property manager.

**Shall be amended to read as follows:**

**16. Move In/ Move Out/ Deliveries.**

- a) All new owners are eligible for one (1) move in and out at no charge.
- b) Additional moves ins will be charged a non-refundable fee of \$100.00 upon move in, fee to be paid to the Building Manager when booking the move in date.
- c) No fee will be collected upon move out.
- d) Unpaid move in fees will be added to that strata lot owner's next regular monthly assessment.
- e) Owners are subject to a \$200.00 fine for any unscheduled moves. (*Immediate Fine No Warning*)
- f) Moves must be made through the lower main loading bay entrance only.
- g) Moves through any other location are subject to a \$200 fine. (*Immediate Fine No Warning*)
- h) Owners are subject to a \$200.00 fine if no Form K is provided within 7 days of a move-in by a tenant.
- i) The unapproved use of the elevators for renovations to individual suites or lots shall be subject to a fee as listed in the rules for the appropriate strata corporation section.
- j) Deliveries of a substantial nature to be determined by the Building Manager will be assessed an Elevator and Security set up fee not to exceed \$35.00.
- k) Fobs (access cards) are only issued to tenants who have a valid form K registered with the property manager.

End of Resolution