

BYLAWS

STRATA PLAN LMS2371

Conference Plaza

438 Seymour Street
515 West Pender Street
Vancouver, B.C.
V6B 6H4

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NOTICE

The attached bylaws for LMS2371 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Bylaws” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

(Updated January February 23, 2021)

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**LMS2371 CONFERENCE PLAZA
BYLAWS**

1. Payment of Strata Fees

- a) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- b) 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 was paid.
- c) The Strata Council may take action by way of petition in Supreme Court for an Order for Sale of the strata lot for which an Owner is in arrears of strata fees or special fees.

2. Separate Sections

- a) The Owners of all non-residential strata lots shall form a separate section within the Strata Corporation consisting of all non-residential strata lots in the strata plan, namely, strata lots 1 through 90 inclusive, and bearing the name “Section 2 of the Owners Strata Plan LMS2371 (The Commercial Section)”.
- b) The Owners of all the residential strata lots shall form a separate section within the strata corporation consisting of all residential strata lots being specifically strata lots 91 through 342 inclusive and bearing the name “Section 1 of the Owners Strata Plan LMS2371 (The Residential Section)”.

3. Duties of an Owner

- a) 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 or renewing common property, or other assets of the Strata Corporation, or for the purpose of ensuring that the Bylaws are being observed;
 - (1) Failure to provide unit access for scheduled work, in accordance with bylaw 3(a)(i), will result in a fine of up to \$200 being charged to the strata lot Owner, in addition to any applicable charge(s) as the result of a return visit.
 - ii) For the purposes of maintenance and repair of any element of the common property including the exterior washing of windows, allow access to or through the strata lot, including any limited common property appurtenant thereto;
 - iii) Repair and maintain his strata, (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;

- iv) Owners shall be responsible for the replacement of strata lot doors and hardware if damage is deemed by the Strata Corporation to be outside normal wear and tear of a type to be approved by the Strata Corporation.
- v) 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;
- vi) 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;
- vii) Notify the Strata Corporation promptly of any change of ownership in connection with his strata lot; and
- viii) Receive the written permission of the Council before undertaking any exterior or structure of the strata lot, or any interior renovations of a substantial nature but permission shall not be unreasonably withheld.
- ix) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- x) Provide a Form K to the Strata Corporation within two weeks of a new tenancy. Failure to do so will result in an Owner being fined \$200 per month until the Form K is submitted.
- xi) Permit the Strata Corporation and its agents, at reasonable times with reasonable notice, to enter a strata lot to review the in-suite plumbing fixtures for the purpose of water leak prevention and education at least once in every four (4) years. The four (4) year limitation does not apply if their strata lot has a significant change in its residents, a significant renovation, or a water leak.
- xii) Disclose the location and proper usage of the following items to any new resident or occupant:
 - 1) in-suite water shut offs
 - 2) in-suite fire sprinklers, with a warning not to damage or set them off.
- xiii) If an Owner requests the Strata Corporation to provide a contractor to fix an issue in their suite or to fix damages to Common area, the Owner shall pay the contractor for services rendered. If the owner fails to pay the contractor within 60 days for services rendered, the Owner shall be assessed by the Strata Corporation for the amount of the service invoice. The Owner shall pay the amount assessed by the Strata Corporation immediately. The Strata Corporation shall pay the contractor's service invoice on the Owner's behalf.

4. Duties of Strata Corporation and Separate Sections

- a) The Strata Corporation, 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 of the Strata Corporation has been requested to act), shall:

- i) Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the 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 maintain and repair the exterior of the buildings, (including window, 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 buildings).
- b) 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 separate section, or to the 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 fixture 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, 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 strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section; and the Owner of a strata lot shall upon reasonable notice allow access to or through any part of the strata lot for such purpose;
 - 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 Act;
 - 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.
 - vi) Any resolutions passed by a separate section shall apply only to the strata lots within that separate section.

5. 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 section shall retire from office and the separate sections shall elect a new executive. A retiring member of each executive is eligible for re-election.

- b) The Council must have at least 4 and not more than 7 members and shall include not less than 2 or more than 3 members from each separate section.
- c) The executive of each separate 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 7 members.

6. Vacancies, Quorum, Etc.

- a) The Strata Corporation may, by resolution at a 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.
- 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 section executive may be filled by the remaining members of the Council 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 is entitled to register 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:
 - i) 1 if the Council consists of one member
 - ii) 2 if the Council consists of 2, 3, or 4 members
 - iii) 3 if the Council consists of 5 or 6 members, and
 - iv) 4 if the Council consists of 7 members

7. 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, a Vice President, a Secretary, and a Treasurer 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) A person may hold more than one office at a time, other than the offices of President and Vice President.
- d) The Vice President has the powers and duties of the President
- e) While the President is absent or is unwilling or unable to act, or
- f) For the remainder of the President's term if the President ceases to hold office.
- g) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the term.
- h) At meetings of the Council and section executives, all matters shall be determined by simple majority vote.

8. Council and Section Executive Powers

- a) Each of the Council and the section executives may, with respect to their separate powers:
 - i) 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;
 - ii) 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 separate sections, and the exercise and performance of the powers and duties of the Corporation; and
 - iii) 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 of committee or member of the Strata Corporation or separate sections as the case may be, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.
- b) The Strata Council or each separate section, may authorize single expenditures of up to \$2,500, which are not set out in the annual budget of the Strata Corporation and approved by the Owners at each general meeting;
- c) The Strata Council may purchase, lease, or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by $\frac{3}{4}$ vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000 as approved by Council.

9. 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 $\frac{3}{4}$ 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.

10. Procedure for General Meetings

- a) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- b) Notwithstanding section 48(3) of the Act, if within fifteen (15) minutes from the time appointed for an Annual or General Meeting, a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.
- c) If the meeting was convened upon requisition of members and if, within one half hour from the time appointed for that meeting, a quorum is not present, the meeting shall be terminated.
- d) The President of the Council shall be the President 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 President. In other cases, the meeting shall appoint a President.
- e) The order of business at general meetings shall be:
 - i) Electing the President 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 the proof of notice of meeting or waiver of notice,
 - iv) Reading and disposing of any unapproved minutes;
 - v) Receiving reports of committees;
 - vi) Considering 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.

11. Voting at Meetings

- a) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an Owner present in person or by proxy. A request for a poll may be withdrawn.
- b) Unless a poll is requested, a declaration by the chairman 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 favour of or against the resolution.
- c) A poll, if demanded, shall be taken in whatever manner the chairman 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 chairman of the meeting is entitled to cast a 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.

12. Violation of Bylaws

- a) An infraction or violation of these Bylaws or any rules 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 costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- b) The Strata Corporation may recover from an Owner by an action for debt in the Small Claims Court (British Columbia) a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his 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 $\frac{3}{4}$ vote.
- c) 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, invitee or Tenant may be corrected, remedied, or cured by the separate section by the amounts and frequency set out in bylaw 12(d), 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 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.
- d) The Strata Corporation shall have the power to impose fines of up to \$200 for breaches of these Bylaws and any and all regulations made by the Strata Corporation or separate section. The amount of the fine shall be determined based upon the severity of the infraction and whether an infraction is promptly remedied. The Strata Corporation may impose a fine on an Owner or Tenant for a continuing contravention of a Bylaw or Rule every 7 days.

13. Common Expenses

- a) The strata lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
- b) The strata plan consists of three types of strata lots as follows:
- c) Commercial/retail strata lots, being strata lots 1 to 20 inclusive; and
- d) Commercial/office strata lots, being strata lots 21 to 90 inclusive; and
- e) Resident strata lots, being strata lots 91 to 342 inclusive.
- f) Except as otherwise provided herein, those common expenses attributable exclusively to or reasonably allocable to each of the above types of strata lot in

the strata plan shall be allocated to that type of strata lot and shall be borne by the Owner(s) of each strata lot of that type in proportion to the unit entitlement that such strata lot bears to the aggregate unit entitlement of all the strata lots of that type. Except as otherwise provided herein, those common expenses not attributable to or reasonably allocable to any specific type of strata lot shall be allocated to all strata lots in the strata plan and shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in the strata plan.

- g) The common expenses of a specific section shall be apportioned as follows:
- i) Except as otherwise provided herein, all common expenses attributable to or reasonably allocable to a specific type of strata lot within a separate section shall be allocated in accordance with these Bylaws;
 - ii) Except as otherwise provided herein, all common expenses of the section not attributable or reasonably allocable to a specific type of strata lot within the section shall be allocated in accordance with these Bylaws;
 - iii) If a strata lot in a section requires a utility or uses more than the normal amount of a utility, other than electricity, not supplied to all strata lots in the section, the cost of the utility shall not be a common expense and if the cost of this utility is not separately metered so as to measure the use thereof by a strata lot, the cost of such utility shall be apportioned and charged to the strata lot requiring the utility or using more than the normal share thereof by the separate section on such reasonable basis as it shall determine;
 - iv) 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 owner in the proportion that the unit entitlement of his strata lot bears to the aggregate unit entitlement of all strata lots in that section or shall be apportioned and charged to each Owner of a strata lot by the executive of the separate section on such reasonable basis as it shall determine;
 - v) Common expenses attributable exclusively to any one strata lot shall be allocated to such strata lot;
 - vi) If the costs for insurance for the Strata Corporation is increased by reason of the business of activities of the Owner or occupier of any particular strata lot within a section, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the Owners of that strata lot and shall be excluded from the amount chargeable to all other strata lot Owners;
 - vii) Unless separately metered for different strata lots, all costs of natural gas supplied to any of the strata lots which have fireplaces powered by natural gas shall be borne by the Owners of all strata lots which have this service available to them, which cost shall be borne in proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all such strata lots. If such gas lines are separately metered, each Owner whose strata lot is so separately metered shall be responsible for the cost of natural gas supplied to his own strata lot and his strata lot

shall be excluded from the calculation of the shared cost of natural gas set out in these Bylaws.

- h) Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended in the area if the area had not been designated as limited common property shall be borne by the Owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- i) At each Annual General Meeting, the Strata Corporation shall prepare an annual budget for the following 12 month period and, after that, all Owners shall pay a monthly assessment in accordance with their unit entitlement.
- j) 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 these Bylaws.

14. Notices

- a) Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under this Act or under these Bylaws shall be well and sufficiently given if mailed to the Owner at the address of his strata lot or if left with him or some adult person at that address.
- b) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- c) An Owner may at anytime in writing advise the Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the Owner for the giving of notices.
- d) The word “notice” shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the Owner of the strata lot.
- e) Owner must provide their current contact phone number, email address and notice address to the Strata Corporation. In addition, Owner must provide an alternative emergency contact’s phone number and email address to the Strata Corporation.
- f) If the Owner is represented by a representative, they must provide in addition to contact information in Section 14.e), their representative’s contact phone number, email address and mailing address. In addition, Owner must complete and sign a representative authorization form provided by the Strata Corp.

15. Corporate Common Seal

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

16. 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
 - iii) Keep any animals upon any strata lot or about the common property or limited common property unless the owner of such animal is authorized by the Strata Corporation and any dog brought into a strata lot and the common property by an invitee must be kept on a leash.
 - iv) Place any covering over the windows of his strata lot other than drapes or blinds, which must be of a neutral colour and compliment the exterior colour and design of the building in which the strata lot is situated, and which must be approved of in writing by the executive of the separate section of which the strata lot forms a part, prior to installation.
 - v) Make any improvements or alterations to the exterior or structure of his strata lot or to the common property, or to add or to alter the wiring, plumbing, piping or other services on his strata lot without first obtaining all necessary permits as required by any governmental authorities having jurisdiction and submitting to the executive of the separate section of which his strata lot forms a part all drawings, specifications and particulars regarding the proposed improvements or alterations together with a written request for their approval to the executive; and no such improvements or alterations shall be undertaken until the owner of the strata lot has received written permission from the executive;
 - vi) Alter the appearance of surfaces on the exterior of the building or to the roof-line, including affixing any air-conditioner, appliance, antennae, flag, sign, advertisement, paint, material, finish, or structure of any sort.
- b) The maximum number of adult residents of a strata lot shall be two (2) in a one-bedroom unit and four (4) in two-bedroom unit.
- c) 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.
- d) The following shall apply to all strata lots within the Commercial Section:
 - i) Signage affixed to the Commercial strata lots shall be in form of signage approved by the Commercial Section from time to time and shall comply with all local municipal Bylaws, and the Commercial Section shall be responsible for the maintenance of the signs in a first-class condition at all times;
 - ii) An Owner shall keep the area directly in front of and behind his strata lot in a tidy state free and clear of all refuse and other materials, including pallets, boxes, crates, metal, wood, paper, machines and heavy equipment; an Owner shall not put in front of a strata lot any sandwich board signs, tables, chairs or advertising. This includes both common property and City property.
 - iii) An Owner shall not:

- (1) Use his strata lot for any business in the nature of automotive repair or automotive paint or body shops;
- (2) Use his strata lot for any purpose in the nature of meat, poultry or fish processing;
- (3) Use his strata lot for any purpose which may result in the release of noxious odours;
- (4) Use his strata lot for any purpose in connection with a mortuary or crematorium or the handling, disposal or burial of human remains;
- (5) Use his strata lot for any purpose which may result in the release of toxic wastes or other pollutant, except in accordance with all relevant law and regulations.
- (6) Use his strata lot for any purpose which constitutes an offensive trade as defined by the *Health Act*, except in accordance with the *Health Act*.
- (7) Use his strata for any purpose in connection with the sale, repair, and rental of heavy equipment;
- (8) Use his strata lot for any purpose in connection with the sale, repair, and rental of trailers, mobile homes, recreational vehicles or pleasure boats;
- (9) Use his strata lot for any purpose in connection with the business of moving, delivery, and storage of goods and persons, including taxi offices;
- (10) Use his strata lot for any purpose in connection with the operation of welding and machine shops;
- (11) Use his strata lot for any purpose in connection with the operation of veterinarian's offices;
- (12) Use his strata lot for any purpose in connection with the refining, rendering, distillation or fermentation of fats or oils;
- (13) Use his strata lot for any purpose in connection with the manufacture of synthetic fibres or the tanning of leather;
- (14) Use his strata lot for any purpose in connection with the storage and sale of fuel;
- (15) Use his strata lot for any purpose in connection with the manufacture of metal products;
- (16) Use his strata lot for any purpose 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 order business, or a surplus or bargain store;
- (17) Use his strata lot for any purpose in connection with the operation of a casino;
- (18) Use his strata lot for any purpose in connection with the operation of a pet store;
- (19) Use his strata lot for any purpose in connection with the operation of a video or amusement arcade;
- (20) Use his strata lot for any purpose 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 user and enjoyment of other strata lots by their Owners, employees or visitors, or to constitute a nuisance or hazard to any occupier of a strata lot, or to the public;

- (21) Use his strata lot for any purpose 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 lose 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.
- (22) An Owner, Tenant, or Occupant must not use a commercial strata lot for the purposes of an academy, school, college, training centre, institute, or a learning facility or learning establishment of any kind whatsoever.
- (23) An Owner, Tenant, or Occupant must not use a commercial strata lot for the purposes of teaching, tutoring, coaching, instructing, educating, or hold classes of any type.
- iv) Any Commercial strata lot which is being operated as a restaurant must have a grease trap installed on the plumbing system, and it is the responsibility of that Commercial strata lot to install and maintain the grease trap at their own expense.
- e) ~~Rental of all or part of a residential strata lot for accommodation that is less than 30 days is not permitted.~~
- f) The use of a strata lot or portion thereof to grow marijuana/ cannabis or its derivatives in excess of the amount permitted by law.
- g) The use of additional lighting, heat source, or water source to grow plants of any kind is strictly prohibited.

17. Strata Lot Renovations

- a) Prior to any strata lot improvements being made, the Owner must:
 - i) Provide the Strata Council with detailed architectural plans, sketches, or blueprints prepared by qualified architect or engineer and any other architectural plans, documents or permits (that the Strata Council deems necessary or appropriate to review in its direction) for the strata lot improvements, illustrating these improvements in sufficient detail, and copies of which shall be retained by the vendor and turned over to the Strata Corporation for its records after registration.
 - ii) Pay all fees or expenses charged by the architect or consultant retained by the Strata Council in reviewing the plans, sketches or blueprints referred to in 17.a)i).
 - iii) Obtain all necessary permits as required by any governmental authorities having jurisdiction.
 - iv) Obtain the consent of the Strata Council thereto which consent will not be unreasonably withheld.

- v) Ensure the contractor installing the strata lot improvements maintains comprehensive general liability insurance in the respect of the installation of the strata lot improvements, covering the Owner and the Strata Corporation, in the amount of at least \$2,000,000 per occurrence, covering personal injury and death, property damage and damage to the strata lot and to the common property, and furnish the Strata Corporation with the certificate of such insurance.
- vi) Utilize the base building electrical, mechanical building automation and sprinkler subcontractors as the subcontractors for the strata lot improvements involving these trades.
- b) The Owner shall promptly pay all outstanding accounts of any tradesmen or suppliers of materials or any others who may be able to place a builder's lien on his strata lot and or any part of the common property and if any such lien is registered on title, the Owner shall immediately take all steps as are required to remove such lien, and shall indemnify the Strata Corporation against any loss or damages suffered as a result of the lien.
- c) The Owner shall be responsible for all damages to his strata lot and to the common property and other assets of the Strata Corporation caused by the Owner or his agents, servants, workmen, invitees and licensees. The Owner shall reimburse the Strata Corporation for the cost of repair in respect of any such damage, and shall indemnify and save harmless the Strata Corporation from all costs and liability in connection therewith and/or suffered or incurred by the Strata Corporation in having to restore the strata lot, the common property or other assets of the Strata Corporation to the condition existing before the Owner took possession of the strata lot.
- d) The Owner shall follow any other Rules adopted by the Strata Corporation in connection with the installation of the strata lot improvements.
- e) Any Owner whose strata lot is deemed in the opinion of the Strata Council to emit odours or fumes shall be required to install at their sole expense an adequate ventilation system designed by a qualified engineer.

18. ~~Promotion~~ – REPEALED as per January 28, 2021 Annual General Meeting

- ~~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.~~

19. Pets

No pets (unless grandfathered) shall be allowed in Conference Plaza LMS2371. Visitors are not permitted to bring cats or dogs onto common property or into a strata lot. Any Owner having a pet residing in their strata lot and holding a valid pet license issued prior to December 18th, 2008 shall be considered grandfathered.

The Owner may keep the pet until such time as they sell their unit at which time no pets shall be allowed. The right to have a pet does not stay with the strata lot but is issued to the Owner of the suite.

- a) Acceptable pets:
 - i) A Resident must not keep any pets on a strata lot other than those grandfathered.
 - ii) At no point shall pets be allowed to stay overnight.
 - iii) Exceptions may be made by the Strata Council for medical reasons only.

- b) Rules:
 - i) Pets are allowed in the lobby, elevators and hallways leading to their Owner's strata lot. They are not allowed in any other common area or on land that is a common asset.
 - ii) Pet licenses are not transferable from one pet to another or from one Owner to another.
 - iii) Dogs must have a current pet license.
 - v) Dog Owners must have their dog leashed at all times whenever on common property or on land that is a common asset.
 - vi) Other pets must be secured when on the common property or on land that is a common asset.
 - vii) Pet noise is enforceable under the existing noise rules and bylaws and the penalties for violating those rules and bylaws are the same.
 - viii) No pets are allowed on the common property.

20. Parking

- a) Parking spaces are not to be used to store items other than motorized, currently licensed, and/or insured and operational motor vehicles in parking spaces. The Strata Corporation will remove any items stored in an Owner's parking space and any costs incurred in doing so shall be assessed against the strata lot Owner's strata account.

21. Insurance

- a) Owner must carry \$1,000,000 or more liability insurance for their strata lot, with coverage to protect the strata lot's Owner, occupants, tenants and guests.
- b) Owner must purchase individual contents insurance for their strata lot. The contents insurance must also have coverage to protect the Owner against a Strata Corporation insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. The Strata lot Owner must show proof of insurance to the Strata Corporation by June 1st of each year.
- c) Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata

Property Act by the negligence or accident of the Owner, their strata lot's occupants, tenants and guests.

22. Rental

- a) All rentals at Conference Plaza need to have a minimum stay of ninety (90) days unless an exemption is granted by the strata council. Exemption shall be granted by the strata council if the following criteria are met:
 - i) Owner provides evidence to show the suite was originally rented for a minimum stay of (90) days. However, the rental had to be cut short due to unpaid rent, significant irresponsible tenant behaviour, or other comparable reasons.
 - ii) The shortened rental is for a minimum stay of 30 days.
- b) Starting 2021-02-01, the Strata Corporation will only accept a licensed rental agent as the Owner's representative for a rental suite.
- c) All Owner's representative authorization for rental suites made prior to 2021-02-01 are grandfathered and allowed to continue if the rental agent is unchanged.
- d) In order to be exempt from b) above, an Owner must seek approval from the Strata Council 30 days in advance. The Strata Council shall approve the exemption if the following criteria are met:
 - i) Owner must attest the unlicensed representative is not compensated for their work.
 - ii) Owner must provide evidence to show the unlicensed representative has sufficient experience in managing a residential rental suite.
 - iii) The unlicensed representative does not already manage more than 2 rental suites on the Owner's behalf at Conference Plaza.
 - iv) The suite to be managed by the unlicensed representative does not have significant bylaw violations within the past 2 years.

IMPORTANT REMINDER: Only the owner or the owner's authorized agent may sign a form K to register a new tenant to a suite. If a current tenant sublets the suite, the tenant subletting the suite or other tenants CANNOT sign the form K to register the new tenant. If a new tenant is not registered with a form K signed by the owner or the owner's authorized agent, the new tenant will NOT be able to get fob access into the building. As such, please tell your current and future tenants they must get owner or owner's authorized representative to authorize a new tenant by signing a new form K."

23. Electronic Attendance at Meetings

- a) A strata may provide for attendance at an annual or special general meeting by telephone or any other method, if the method permits all persons participating in the meeting to communicate with each other during the meeting.

- b) A person who attends a meeting as provided under a) is deemed to be present in person at the meeting.
- c) Despite bylaw a), in the event that an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter.

End of Document

Bylaws**Passed at AGM/SGM**

Entire set of Bylaws 1 – 20	AGM on January 18 th , 2006, reg. BA263153
Repeal and replace Bylaw section 12 d)	AGM on January 25 th , 2007, reg. BB377600
Amend Bylaw 16 d) ii)	AGM on January 28 th , 2008, reg. BB0213616
Repeal and replace Bylaw section 19	AGM on January 13 th , 2009, reg. BB1057363
Adopt Bylaw 16 d) iv)	AGM on April 21 st , 2011, reg. BB1999134
Adopt Bylaws 3(a)(i)(1), 3(a)(x), and 20(a)	AGM on April 3 rd , 2013, reg. CA3358223
Amend Bylaw 19	AGM on May 27 th , 2014, reg. CA3856711
New Bylaw 16(e)	AGM on January 31 st , 2017, reg. CA5835181
New Bylaws 16(f) and 16(g)	AGM on January 30 th , 2018, reg. CA6623193
New Bylaws 3(a)xi & xii, 21 (a-c) Amend 14(a-f)	AGM on January 30 th 2020 reg. CA8023610
Adopt Bylaw 3 a) xiii), 22 (a-d) (a)i-ii, d) i-iv), 23 (a-c)	AGM on January 28 th 2021 reg. CA8791365