

**“PACIFIC LANDMARK TOWER II”  
OWNERS’ STRATA PLAN LMS 1588**

**STRATA CORPORATION’S BYLAWS**

\* \* \* \* \*

Attached hereto are the bylaws for Strata Plan LMS 1588. They are consolidated for convenience. For legal purposes please obtain a true copy as registered at the Land Title Office.

Jul-16-2019 13:38:24.001

CA7625312

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 5 PAGES

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

<p><b>Garry Gracey</b> <b>HX5N61</b></p>	<p>c=CA, cn=Garry Gracey HX5N61, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=HX5N61</p>
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

**Ascent Real Estate Management Corporation**

**2176 Willingdon Avenue**

**604-431-1800**

**Strata Plan #: LMS 1588**

**Burnaby**

**BC V5C 5Z9**

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

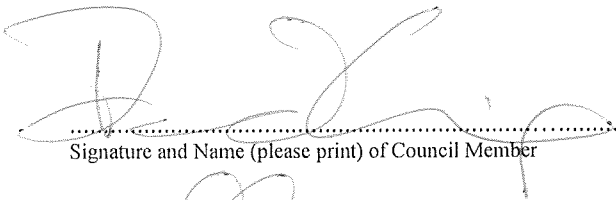
**NO PID NMBR OWNER'S STRATA PLAN LMS1588**

Related Plan Number: **LMS1588**

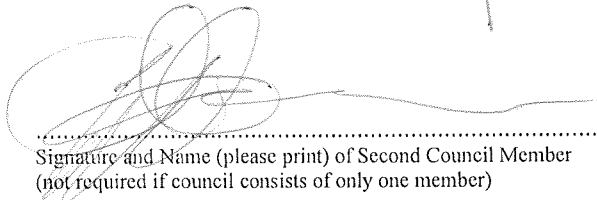
***Strata Property Act***  
**FORM 1**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

The Owners, Strata Plan LMS1588 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 26, 2019:

*See attached.*

  
.....  
Signature and Name (please print) of Council Member

DAVID CRAIG

  
.....  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

Cynthia Beimer

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote<sup>12</sup> of the residential strata lots and a  $\frac{3}{4}$  vote of the non-residential strata lots of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation"), that bylaws 28 and 29 be repealed and replaced with the following:

## **28 Maximum fine**

28(1) The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw,
  - (b) \$1,000 for each contravention of a short-term accommodation restriction bylaw; and
  - (c) \$50 for each contravention of a rule.
- (2) An owner is liable for the contravention of the bylaws by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.
- (3) An owner, shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules.

## **29 Continuing contravention**

29(1) 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. In the case of a contravention of a short-term accommodation restriction bylaw, a fine may be imposed daily.

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<sup>1</sup> Under Section 128 (1)(c) of the *Strata Property Act* (SPA) a bylaw amendment in a strata plan comprised of residential and nonresidential (i.e. commercial) strata lots must be approved by a separate  $\frac{3}{4}$  vote resolution of the residential strata lots and a separate  $\frac{3}{4}$  vote resolution of the nonresidential (i.e. commercial strata lots).

<sup>2</sup> Under section 50 of the SPA and amendment may only be made to a  $\frac{3}{4}$  vote resolution if (1) the amendment does not substantially change the resolution and (2) the amendment is first approved by a  $\frac{3}{4}$  vote resolution.

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote<sup>34</sup> of the residential strata lots and a  $\frac{3}{4}$  vote of both the residential and non-residential strata lots of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation"), that the following be added as bylaw **3(9)**:

- 3(9) An owner, tenant, occupant or visitor must not allow a child (under the age of thirteen (13) years old) to play on common property, including limited common property and in or on any amenity areas unless the child is under the active supervision of a parent or guardian who is at least thirteen (13) years of age. An owner or tenant who permits a child to play unsupervised may be fined up to a maximum of \$200 per infraction.

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote<sup>56</sup> of the residential strata lots and a  $\frac{3}{4}$  vote of the non-residential strata lots of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation"), that the following be added as bylaw **40A**:

#### **40A Electric Vehicle Charging**

- 40A(1)**An owner, tenant, occupant or visitor must obtain the prior written approval of the strata council before using any common property 110V electrical outlet to charge an electric vehicle.
- (2) An owner must obtain the written approval of the strata corporation before installing an electric vehicle charging station ("EVCS") and/or any electric vehicle supply equipment ("EVSE") in his or her designated parking space, including an electrical conduit or plug. In addition to complying with all the requirements of these bylaws with respect to an alteration of common property, an application to install an EVCS and/or EVSE must include:
- (a) the level of EVSE to be installed;
  - (b) the details of the modifications required for the EVCS and/or EVSE and monitoring thereof;
  - (c) a report by a licensed electrician approved by the strata council determining the capacity of existing electrical panels to be used by the EVSE and their sufficiency for accommodating the required additional load;

<sup>3</sup> Under Section 128 (1)(c) of the *Strata Property Act* (SPA) a bylaw amendment in a strata plan comprised of residential and nonresidential (i.e. commercial) strata lots must be approved by a separate  $\frac{3}{4}$  vote resolution of the residential strata lots and a separate  $\frac{3}{4}$  vote resolution of the nonresidential (i.e. commercial strata lots).

<sup>4</sup> Under section 50 of the SPA and amendment may only be made to a  $\frac{3}{4}$  vote resolution if (1) the amendment does not substantially change the resolution and (2) the amendment is first approved by a  $\frac{3}{4}$  vote resolution.

<sup>5</sup> Under Section 128 (1)(c) of the *Strata Property Act* (SPA) a bylaw amendment in a strata plan comprised of residential and nonresidential (i.e. commercial) strata lots must be approved by a separate  $\frac{3}{4}$  vote resolution of the residential strata lots and a separate  $\frac{3}{4}$  vote resolution of the nonresidential (i.e. commercial strata lots).

<sup>6</sup> Under section 50 of the SPA and amendment may only be made to a  $\frac{3}{4}$  vote resolution if (1) the amendment does not substantially change the resolution and (2) the amendment is first approved by a  $\frac{3}{4}$  vote resolution.

- (d) identification of any other professional services required, including but not limited to services of a structural engineer where coring is necessary to permit conduit installations; and
  - (e) any required permits.
- (3) An owner, tenant, occupant or visitor who installs an EVCS and/or EVSE, or who uses an EVCS and/or EVSE installed by the strata corporation or an existing common property electrical outlet to charge a vehicle, must pay the strata corporation a user fee for electricity consumption as set out in the strata corporation's rules and updated from time to time. Any owner or tenant with separately metered EVCS and/or EVSE must pay for electricity consumption as determined by readings from the meter.

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
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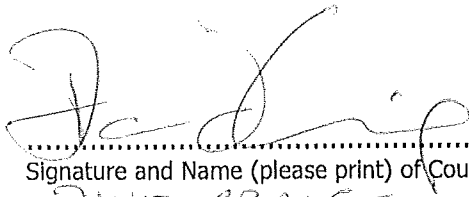
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Related Plan Number: **LMS1588**

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

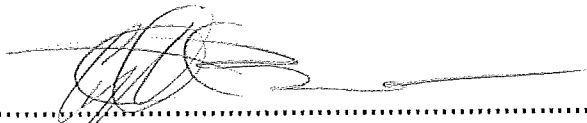
The Owners, Strata Plan LMS1588 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 12, 2018:

Wording of bylaw amendments attached.



.....  
Signature and Name (please print) of Council Member

DAVID CRAIG PRES. DENT + TREASURER



.....  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

Cynthia Benner (Vice President)

SCHEDULE A

6. *Obtain approval before altering a strata lot*

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
  - (h) wiring, plumbing, piping, heating and air conditioning.
- (2) The council may require one or more of the following as a condition of its approval:
  - (a) that the owner agree in writing to take responsibility for any expenses relating to the alteration; and
  - (b) that the owner provide to the strata corporation a written alteration and indemnity agreement on terms required by the strata corporation and on the terms set out in Bylaw 8(1)(b).

7. *Obtain approval before altering common property*

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets. Without limiting the generality of the foregoing, and owner will obtain the written approval of the council before making any change to any common property landscaping, including trees, flowers, plants, or grass on the common property.
- (2) The council may require one or more the following as a condition of its approval:
  - (a) that the owner agree in writing to take responsibility for any expenses relating to the alteration; and

- (b) that the owner provide to the strata corporation a written alteration and indemnity agreement on terms required by the strata corporation and on the terms set out in Bylaw 8(1)(b).

8. *Alterations to a strata lot or common property*

- (1) An owner who applies to the strata corporation for consent pursuant to Bylaw 6 or 7 will:
  - (a) Provide to the strata corporation a detailed written description of the proposed work, including
    - (i) detailed plans;
    - (ii) the name of the proposed contractor and proposed consultant;
    - (iii) information regarding the proposed materials and dimensions; and
    - (iv) any other materials or information reasonably requested by the council.
  - (b) Execute an Alteration and Indemnity Agreement on terms required by the strata council, including but not limited to the following obligations of the owner:
    - (i) obtain all permits and approvals required;
    - (ii) do or cause the work to be done only in strict accordance with designs and plans approved by the council (the "Approved Designs and Plans");
    - (iii) where required by the strata corporation, at the sole cost of the owner, obtain and provide to the strata corporation a written report from a Professional Engineer confirming that the work has been completed in accordance with the Approved Designs and Plans;
    - (iv) pay for all costs and expenses directly or indirectly relating to the work;
    - (v) pay for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a direct or indirect result of the work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the strata corporation is responsible;
    - (vi) cause the contractor performing the work to obtain and maintain comprehensive third party liability insurance, with the strata corporation as an additional named insured, and which includes a provision which requires the insurer to give to the strata

corporation no less than 30 days' notice of cancellation until such time as the work has been completed;

- (vii) ensure that contractors and subcontractors hired obtain and maintain coverage with Worksafe BC and comply with the provisions of the Workers Compensation Act;
  - (viii) provide to the council proof of the coverage referred to in 8(1)(b)(vi) and 8(1)(b)(vii) prior to commencing the work;
  - (ix) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the work;
  - (x) upon selling or transferring the strata lot, ensure that the transferee executes an agreement with the strata corporation respecting the work, in the same form as this Agreement;
  - (xi) at all times comply with the *Strata Property Act* and its Regulations;
  - (xii) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
  - (xiii) any other terms that the Strata Corporation may reasonably require.
- (2) Any alterations approved under this section must be commenced within 90 days of receiving approval, and may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 6:00 p.m. on Saturdays, and will be subject to all applicable municipal and provincial bylaws and codes. The strata council must be provided with at least two business days' prior notice to the scheduled arrival of any tradespersons or delivery of construction materials.
- (3) An owner performing alterations must:
- (a) cause drop cloths to be placed between the elevators and their strata lot, and on any limited common property or common property as necessary, and removed at the end of each day;
  - (b) cause common property hallways, stairs, lobbies and parking areas to be regularly cleaned and vacuumed;
  - (c) ensure that all construction debris, materials and packaging is removed from any common property or land that is a common asset at the owner's expense, and is not deposited in the strata corporation's garbage and recycling disposal containers;

- (d) ensure that the delivery of any construction materials is made through the parking area entrance;
  - (e) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative;
  - (f) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures;
  - (g) prior to commencement of the work, cause its contractor to meet with the strata council at the strata lot to review the scope of work, and answer any questions;
  - (h) within 5 days of completing the work, cause its contractor to meet with the strata council at the strata lot to review the work; and
  - (i) at any time while the work is being performed, allow a person authorized by the strata corporation to enter the strata lot on 24 hours' notice, in order to review the work.
- (4) An owner, tenant or occupant who alters a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- (5) The owner will be responsible to obtain the applicable building or other permits at the owner's expense prior to commencing the work, and obtaining such permits is a condition of the council's approval. The owner will provide copies of such permits to the council promptly upon receipt.
- (6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
- (a) the maintenance and repair of the alterations;
  - (b) the effects on all adjacent strata lots or common property; and
  - (c) the effects of rain and weathering, staining, discoloration.
- (7) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
- (a) the alterations are not maintained or repaired; or
  - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

- (8) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the strata corporation, if required by the council, the alteration may be removed by the council and the cost of the removal will be charged to the new owner.
- (9) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (10) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (11) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.
- (12) No alteration/renovation debris, materials or packaging is allowed to be deposited in the strata corporation's disposal bins.

Schedule A

47. Parking Stall Cabinets

- (1) No owner, occupant, or tenant will use a cabinet in a parking stall, except with written approval from the council.
- (2) No owner, occupant, or tenant will store anything other than a vehicle in a parking stall, except in a cabinet approved in accordance with this Bylaw 47.
- (3) The council will not consent to the use of a cabinet in a parking stall, unless:
  - (a) The cabinet is of a make and model that is approved by the strata council;
  - (b) The council is satisfied that the cabinet will be installed by a contractor approved by the Strata Council in a manner which is safe, and which will not cause any damage to the common property; all cabinet installations must be completed by a contractor approved by the strata council.
  - (c) The owner, occupant, or tenant signs an Indemnity Agreement with the strata corporation which includes but is not limited to the following terms:
    - (i) to obtain any necessary permits;
    - (ii) to pay for all costs to install and maintain the cabinet;
    - (iii) to comply with all applicable laws, regulations, and bylaws;
    - (iv) to indemnify and save harmless the strata corporation for any action, damages, costs, loss or expense of whatever kind which the strata corporation may sustain in connection with the cabinet; and
    - (v) such other terms as are required by the council.
- (4) An owner, occupant, or tenant who uses a cabinet in accordance with this Bylaw 47 will:
  - (a) Store items in a manner in which the items are wholly contained within the cabinet, and without limiting the generality of the foregoing, no owner, occupant, or tenant will store any items on top of, or below a cabinet;
  - (b) At all times, repair and maintain the cabinet in original condition;
  - (c) Not paint or alter exterior appearance of the cabinet; or attach anything to the exterior of the cabinet
  - (d) Not exceed the maximum cabinet load bearing capacity.
  - (e) Not store any hazardous materials in the cabinet such as propane tanks, gasoline, pest control product containers, oil, biomedical waste, or any other flammable and combustible liquids.

Aug-01-2018 12:57:06.001

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PAGE 1 OF 4 PAGES

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Stephen  
Frederick Graf  
G5TJ3Q

c=CA, cn=Stephen  
Frederick Graf G5TJ3Q,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/  
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Strata Plan #: LMS1588

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Document Fees: \$28.63

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[LEGAL DESCRIPTION]

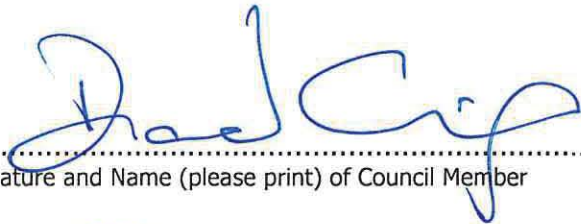
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Related Plan Number: **LMS1588**

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

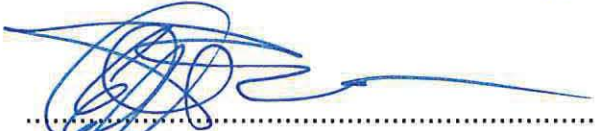
The Owners, Strata Plan LMS1588 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 12, 2018:

Wording of bylaw amendments attached.



.....  
Signature and Name (please print) of Council Member

DAVID CRAIG



.....  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

Cynthia Berner

## RENOVATIONS

### **BE IT RESOLVED** that:

1. The existing bylaws of the Strata Corporation (the "Existing Bylaws") be amended by repealing bylaws 6, 7, and 8 in their entirety, and replacing them with bylaws 6, 7, and 8 as set out in Schedule A.
2. The Strata Council register the amendments set out in this Resolution in the Land Title Office. Any two members of the Strata Council may execute any documents required to register the amendments.

## USER FEE

### **BE IT RESOLVED** that:

1. The existing bylaws of the Strata Corporation (the "Existing Bylaws") be amended by adding the following as Bylaw 48:
  - 48 Enterphone**
  - (1) An owner, occupant, or tenant may provide to the strata corporation a telephone number with an area code outside of the U.S.A and Canada to be programmed into the strata corporation's enterphone for the purpose of contacting the owner, occupant, or tenant using the enterphone;
  - (2) If the telephone number provided under Bylaw 48 (1) is not a telephone number from Canada or U.S.A., the owner, occupant, or tenant will pay a user fee to the strata corporation in the amount of \$8.00, payable on the first day of each and every month that phone number is associated with the strata lot.
2. The Strata Council register the amendments set out in this Resolution in the Land Title Office. Any two members of the Strata Council may execute any documents required to register the amendments.

## PARKADE STALL CABINET

### **BE IT RESOLVED** that:

1. The existing bylaws of the Strata Corporation (the "Existing Bylaws") be amended by adding Bylaw 47 as set out in the attached Schedule A.
2. The Strata Council register the amendments set out in this Resolution in the Land Title Office. Any two members of the Strata Council may execute any documents required to register the amendments.

## INTEREST CHARGES

**NOW THEREFORE BE IT RESOLVED** by a  $\frac{3}{4}$  vote of the owners within the Strata Corporation that the bylaws of the Strata Corporation are hereby amended by the addition of bylaw 47 as follows:

### **47 Interest**

- 47 (1) Excepting strata fees, special levies and fines, all amounts owed to the Strata Corporation including, but without limiting the generality of the foregoing, banking charges, legal expenses, chargebacks, repayment of insurance deductibles, and move-in fees, shall become a part of the assessment of the owner and shall become due and payable on the first day of the next month following a notice or demand from the Strata Council.
- (2) If an owner fails to pay an amount owed to the Strata Corporation as required by subsection (1), the Strata Corporation may charge interest at the rate of 12% per annum compounded annually.

Sep-15-2017 13:19:21.001

CA6302297

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PAGE 1 OF 3 PAGES

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

**Ascent Real Estate Management Corporation**

2176 Willingdon Avenue

604-431-1800

Strata Plan #:LMS1588

Burnaby

BC V5C 5Z9

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

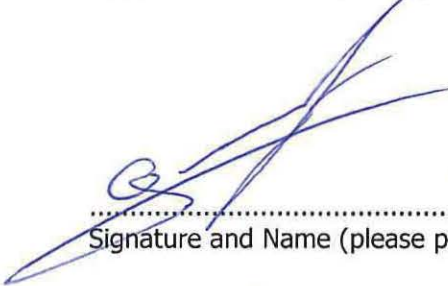
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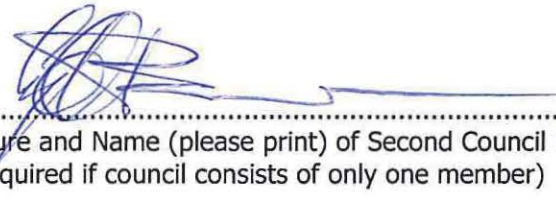
**NO PID NMBR STRATA PLAN LMS1588**

Related Plan Number: **LMS1588**

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

The Owners, Strata Plan LMS 1588, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 25, 2017.

  
..... Israel Gonzalez  
Signature and Name (please print) of Council Member

  
..... Cynthia Benner  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

**WHEREAS** pursuant to s. 128 of the Strata Property Act, S.B.C. 1998, c. 43 (the "Act") a strata corporation may amend its bylaws;

**AND WHEREAS** pursuant to s. 119(2) of the Act, the bylaws of a strata corporation may provide for the control, management, maintenance, use and enjoyment of its strata lots;

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by:

1. Adding subsection (7)(u) to bylaw 3 (Use of Property) as follows:

(7) An owner, tenant or occupant of a residential strata lot must not (without the written permission of the strata corporation):

(u) permit a strata lot to be occupied as a place of residence at any one point in time by more than 3 persons in a one-bedroom unit, 4 persons in a two-bedroom unit, or 6 persons in a three-bedroom unit. For the purposes of this bylaw, a "person" is defined to include minors and visitors staying for a period of more than 24 hours.

It was **MOVED** and **SECONDED** to amend  $\frac{3}{4}$  Vote Resolution #3, as follows:

1. Adding subsection (7)(u) to bylaw 3 (Use of Property) as follows:

(7) An owner, tenant or occupant of a residential strata lot must not (without the written permission of the strata corporation):

(u) permit a strata lot to be occupied as a place of residence at any one point in time by more than 3 persons in a one-bedroom unit, 4 persons in a two-bedroom unit, or 6 persons in a three-bedroom unit. For the purposes of this bylaw, a "person" is defined to include minors and visitors staying for a period of more than 24 hours. Immediate family are exempt from the bylaw.

There being no further questions, a vote was called on the resolution #3 as amended.

There were thirty-eight (38) votes in favour, one (1) opposed and one (1) abstention.

**MOTION APPROVED**

There being no further questions, a vote was called on the resolution as amended.

There were thirty-eight (38) votes in favour, one (1) opposed and one (1) abstention.

**MOTION APPROVED**

Sep-15-2017 13:27:56.001

CA6302346

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  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

<p><b>Garry Gracey</b> KD2L2C</p>	<p>c=CA, cn=Garry Gracey KD2L2C, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=KD2L2C</p>
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

**Ascent Real Estate Management Corporation**

2176 Willingdon Avenue

604-431-1800

Strata Plan #:LMS1588

Burnaby

BC V5C 5Z9

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

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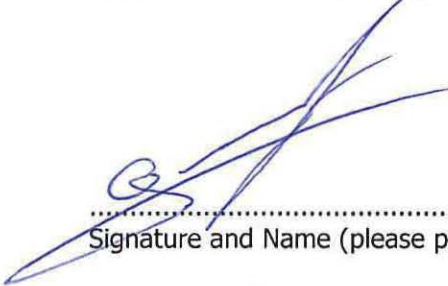
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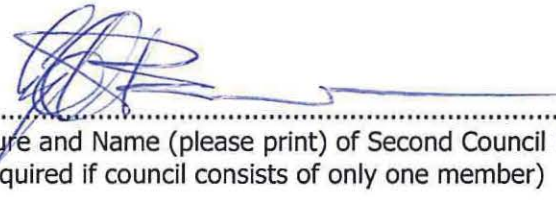
**NO PID NMBR STRATA PLAN LMS1588**

Related Plan Number: **LMS1588**

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

The Owners, Strata Plan LMS 1588, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 25, 2017.

  
..... Israel Gonzalez  
Signature and Name (please print) of Council Member

  
..... Cynthia Benner  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

**WHEREAS** pursuant to s. 128 of the Strata Property Act, S.B.C. 1998, c. 43 (the "Act") a strata corporation may amend its bylaws;

**AND WHEREAS** pursuant to s. 119(2) of the Act, the bylaws of a strata corporation may provide for the control, management, maintenance, use and enjoyment of its strata lots;

**AND WHEREAS** pursuant s. 141(2) of the Act, a strata corporation may restrict the rental of a strata lot with a bylaw that either prohibits or limits the number and length of residential rentals;

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by:

1. Amending bylaw 4 (Rentals) by adding subsections (5) and (6) as follows:

(5) An owner must not rent a strata lot for a rental period of less than 6 consecutive months.

(6) On owner or tenant must not sub-lease or assign a tenancy.

There being no further questions, a vote was called on the resolution #2 as presented.

There were twenty-nine (29) votes in favour, eight (8) opposed and three (3) abstentions.

**MOTION APPROVED**

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<p><b>Garry Gracey</b> <b>KD2L2C</b></p>	<p>c=CA, cn=Garry Gracey KD2L2C, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=KD2L2C</p>
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1. CONTACT: (Name, address, phone number)

**Ascent Real Estate Management Corporation**

**2176 Willingdon Avenue**

**604-431-1800**

**Strata Plan #:LMS1588**

**Burnaby**

**BC V5C 5Z9**

**Document Fees: \$28.63**

Deduct LTSA Fees? Yes

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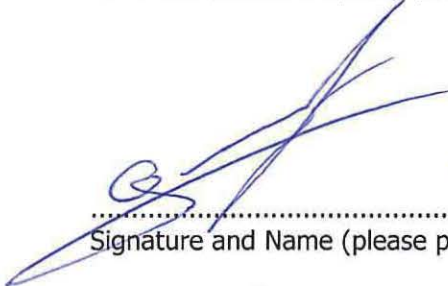
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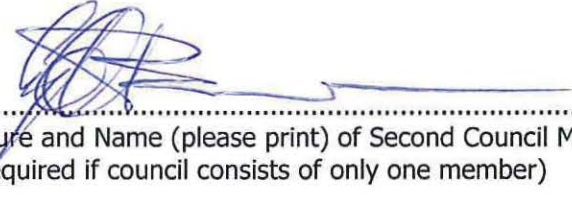
**NO PID NMBR THE OWNERS, STRATA PLAN LMS1588**

Related Plan Number: **LMS1588**

**Strata Property Act**  
**FORM I**  
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*(Section 128)*

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.....  
Signature and Name (please print) of Council Member

  
.....  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

**WHEREAS** pursuant to s. 128 of the Strata Property Act, S.B.C. 1998, c. 43 (the "Act") a strata corporation may amend its bylaws;

**AND WHEREAS** pursuant to s. 119(2) of the Act, the bylaws of a strata corporation may provide for the control, management, maintenance, use and enjoyment of its strata lots;

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of THE OWNERS, STRATA PLAN LMS1588 (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by:

1. Adding subsection (7) to bylaw 1 (Payment of strata fees and fines) as follows:

(7) An owner who fails to pay strata fees or special levies by the due date shall be required to provide the strata corporation with pre-authorized debit (PAD) payment authorization or post-dated cheques for all strata fee and special levy payments for the following 12 months after such missed payment.

There being no further questions, a vote was called on the resolution #4 as presented.

There were thirty-one (31) votes in favour, nine (9) opposed and zero (0) abstentions.

**MOTION APPROVED**

Dec-09-2016 12:42:33.001

CA5705774

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PAGE 1 OF 4 PAGES

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Ascent Real Estate Management Corporation

2176 Willingdon Avenue

604-431-1800

Strata Plan #: LMS1588

Burnaby

BC V5C 5Z9

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

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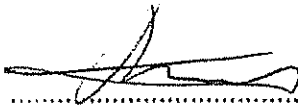
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**Strata Property Act**  
**FORM I**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

The Owners, Strata Plan LMS1588, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 25, 2016.

 ..... JAN KINDLER .....

Signature and Name (please print) of Council Member

 ..... Gaudio Armiato .....

Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

**(3/4 VOTE) RESOLUTION #3**  
**BYLAW AMENDMENTS**

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of THE OWNERS, STRATA PLAN LMS 1588 (the "Strata Corporation") that the bylaws of the Strata Corporation be amended by repealing all of the registered bylaws except for Bylaw 5 (Pets and Animals), and replacing the repealed bylaws with the bylaws attached hereto as Schedule "A".

It was **MOVED** and **SECONDED** to amend  $\frac{3}{4}$  Vote Resolution #3, as follows:

- The addition of Section 1 (6): A charge of (\$50.00) will be made on all NSF cheques, stop payment cheques and/or closed account cheques issued to the Owners of Strata Plan LMS 1588 or to the name of the management company.
- The amendment of Section 21 to read:
  - 21 (1) (a) 2, if the council consists of 3 or 4 members,
  - (b) 3, if the council consists of 5 or 6 members, and
  - (c) 4, if the council consists of 7 members.

**(3/4 VOTE) RESOLUTION #4**  
**BYLAW AMENDMENTS**

1. ***Renumbering bylaw 5 (Pets and Animals) as subsections (2) through (5) of bylaw 3 (Use of Property) and amending it to read as follows:***

**3 Use of property**

*(2) An owner, tenant, occupant or visitor must not (without the written permission of the strata corporation) permit any animal in a strata lot or on common property, limited common property or land that is a common asset.*

*(3) An owner, tenant, occupant or visitor must not permit any animal in a strata lot or on common property, limited common property or land that is a common asset.*

*(4) Without limiting the generality of subsection (3), a maximum of one guide or service dog ("Service Dog") that is certified in the Province of British Columbia under the Guide Dog and Service Dog Act may be permitted to reside in a strata lot. The owner of a Service Dog must register the Service Dog with the strata council by providing council with a copy of the Service Dog's certification prior to bringing the Service Dog into a strata lot or onto common property. The Service Dog must at all times be wearing a collar or vest that clearly identifies it as a Service Dog, and must not be permitted to urinate or defecate on any common property or land that is a common asset.*

*(5) An owner of a Service Dog must ensure that the Service Dog is kept on a leash not exceeding 10 feet in length while the Service Dog is on common property, must ensure that the Service Dog is kept under reasonable control, and must not permit it to:*

- (a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;*
- (b) urinate or defecate on common property or land that is a common asset; or*
- (c) display any aggressive behaviour.*

It was **MOVED** and **SECONDED** to amend  $\frac{3}{4}$  Vote Resolution #4, as follows (note that bold is the change):

- *(2) An owner, tenant, occupant or visitor must not (without the written permission of the strata corporation) permit any animal in a strata lot or on common property, limited common property or land that is a common asset **except a guide or service dog ("Service Dog") that is certified in the Province of British Columbia under the Guide Dog and Service Dog Act.***

Jan-13-2017 14:00:47.001

CA5764762

STRATA PROPERTY ACT FILING  
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PAGE 1 OF 28 PAGES

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Ascent Real Estate Management Corporation

2176 Willingdon Avenue

604-431-1800

Strata Plan #: LMS1588

Burnaby

BC V5C 5Z9

Document Fees: \$28.63

Deduct LTSA Fees? Yes 

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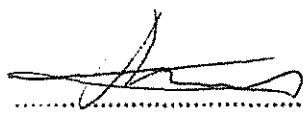
**NO PID NMBR THE OWNERS STRATA PLAN LMS 1588**Related Plan Number: **LMS1588**

M1

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

The Owners, Strata Plan LMS1588, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on July 25, 2016.

 ..... **JAN KINDLER**  
Signature and Name (please print) of Council Member

 ..... **Garcho Arman**  
Signature and Name (please print) of Second Council Member  
(not required if council consists of only one member)

SCHEDULE A

**Bylaws of The Owners, Strata Plan LMS 1588  
(Pacific Landmark Tower 2)**

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## SCHEDULE A

Unless otherwise noted in these bylaws, all terms used in these bylaws have the same meanings ascribed to them in the *Strata Property Act* (the "Act") and the *Strata Property Act Regulation* (the "Regulation").

### Division 1 -- Duties of Owners, Tenants, Occupants and Visitors

#### **1      *Payment of strata fees and fines***

1 (1) An owner must pay strata fees and fines on or before the first day of the month to which the strata fees or fines relate.

(2) No person may stand for council or continue to be on council with respect to a strata lot and the vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

(3) Where an owner fails to pay strata fees or a special levy on the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

(4) An owner who fails to pay strata fees or special levies by the due date shall compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the Act.

(5) Payments received from an owner for an account in arrears shall be applied to the owner's earliest arrears.

#### **2      *Repair and maintenance of property by owner***

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

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

(3) Notwithstanding the generality of subsections (1) and (2), an owner is responsible to repair and maintain any alterations to common property or limited common property made by the owner.

#### **3      *Use of property***

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

## SCHEDULE A

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

[...]

(6) An owner, tenant or occupant or visitor must not smoke or permit anyone to smoke on any interior or exterior common property.

(7) An owner, tenant or occupant of a residential strata lot must not (without the written permission of the strata corporation):

- (a) place signs, billboards, notices or advertising matter of any kind (including for sale signs) on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;
- (b) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than drapes or blinds that are white or cream;
- (c) install or affix anything to the exterior of the building, including balcony guards or screens, ventilators, bird feeders, air conditioning or supplementary heating devices, satellite dishes, or radio antennae;
- (d) keep a filled and operational water bed in a strata lot;
- (e) store any items on common property or any limited common property other than in storage lockers or any other place designated by the council from time to time for the storage of items;
- (f) keep or store anything on any deck, balcony or patio except free-standing, self-contained planter boxes, patio furniture, patio accessories and barbeques;
- (g) display Christmas lights other than between December 1 and February 1;
- (h) use any cooking device on any deck, balcony or patio other than a propane or electric barbeque. Propane tank valves must be in the off position when not in use and propane tanks must be disconnected when moved through a common property area; ;

## SCHEDULE A

- (i) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation;
- (j) throw or discard anything from a deck, balcony or patio including shaking any rugs, carpets, mops or dusters of any kind;
- (k) use or ride any inline skates, skateboards, bicycles or scooters, or play any games, sports, or other recreational activities, on common property or land that is a common asset;
- (l) enter into a license for the use of all or part of a strata lot, or permit the use of a strata lot for short-term accommodation purposes by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not permit any strata lot to be used or occupied as a bed and breakfast, lodging house, hotel, home exchange, time share or vacation rental;
- (m) use a residential strata lot for commercial or professional purposes, except as a home office;
- (n) make excessive noise or play loud music that is audible from within another strata lot after 9:00 PM from Sunday to Thursday and after 11:00 PM on Friday or Saturday;
- (o) feed birds or any other animals, with the exception of a Service Dog, from within a strata lot or on limited common property, common property or land that is a common asset;
- (p) display or erect any fixtures, poles, clotheslines, racks, storage sheds or similar structures either permanently or temporarily on any limited common property, common property or land that is a common asset;
- (q) use any common property electrical outlet, with the exception of parking area outlets used to vacuum a vehicle;
- (r) keep any live or cut Christmas trees in any strata lot or on limited common property;
- (s) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose; or
- (t) deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the strata corporation's garbage and recycling containers.

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(8) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation's garbage or recycling containers will have the strata corporation's cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account.

### **4      *Rental of residential strata lots***

4 (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Notice of Tenant's responsibilities in Form K.

(2) Within two weeks of renting a strata lot, the landlord must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and

(b) pay the strata corporation the move in fee established under strata corporation's bylaws or rules as amended from time to time.

(3) An owner who rents out a strata lot in contravention of subsections (1) and (2) and fails to provide the strata corporation with a Form K signed by the tenant, or fails to pay the damage deposit to the strata corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.

(4) The fees described in bylaw subsection (2)(b) applies any time there is a change of tenants for a strata lot, including a furnished strata lot, and it is the responsibility of the owner of the strata lot to pay the fees to the strata corporation.

### **5      *Inform strata corporation***

5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name, phone number, and email address.

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### **6**     *Obtain approval before altering a strata lot*

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
- (h) wiring, plumbing, piping, heating and air conditioning.

(2) The strata corporation may require as a condition of its written approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

### **7**     *Obtain approval before altering common property*

7 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets. Under this by-law, an alteration includes installing or making any changes to landscaping or plantings on common property

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

### **8**     *Alterations*

8 (1) An owner intending to apply to the strata corporation for permission to alter a strata or common property lot must submit, in writing:

- (a) a detailed written description of the intended alteration,

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(b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,

(c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(d) proof of valid liability insurance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,

(f) all applicable permits, licenses and approvals from the appropriate governmental authorities;

(g) a signed assumption of liability agreement if required by the strata council under bylaw 6(2) or 7(2); and

(h) such further and other documents or information which the strata council may reasonably require.

(2) Any alterations approved under this section must be commenced within 30 days of receiving such approval, and may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 6:00 p.m. on Saturdays, and will be subject to all applicable municipal and provincial bylaws and codes. The strata council must be provided with at least two business days' prior notice to the scheduled arrival of any tradespersons or delivery of construction materials.

(3) An owner performing alterations must ensure that:

(a) drop cloths are placed between the elevators and their strata lot, and on any limited common property or common property as necessary, and removed at the end of each day;

(b) common property hallways, stairs, lobbies and parking areas are regularly cleaned and vacuumed;

(c) all construction debris, materials and packaging is removed from any common property or land that is a common asset at the owner's expense, and is not deposited in the strata corporation's garbage and recycling disposal containers; and

(d) the delivery of any construction materials is made through the parking area entrance.

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(4) An owner, tenant or occupant who alters a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

### **9      *Owner insurance and indemnity for damage to common property and strata lots***

9 (1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner is responsible for any damage to any property described in subsection (2) caused by occupants, tenants, or visitors to the owner's strata lot.

(4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from any damage or incident occurring or originating in the owner's strata lot, whether or not such incident is caused or contributed to by the owner's act, omission, negligence or carelessness or by that of another person, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

(5) For the purposes of this bylaw any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

### **10     *Permit entry to strata lot***

10 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

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(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to investigate an alleged bylaw infraction or to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

(3) If entry is made under subsection (1)(a) and the owner is responsible for emergency, the strata corporation may charge any costs it incurs to obtain forced entry to the strata lot back to the owner.

### Division 2 -- Powers and Duties of Strata Corporation

#### 11 *Repair and maintenance of property by strata corporation*

11 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (D) doors, windows and skylights on the exterior of a building or that front on the common property;

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(E) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

### **12 *Small Claims Court and collection of strata property fees and special levies***

12 (1) The strata corporation may proceed under the Small Claims Act, without further authorization of the owners, to recover from an owner or other person by an action in Small Claims Court money owing to the strata corporation, including money owing as a fine.

(2) An action to recover from an owner or other person money owing to the strata corporation, including money owing as a fine in Small Claims Court must be authorized by a majority vote of the council.

(3) The council has full authority to settle all actions commenced in small claims court and all actions commenced to collection outstanding strata property fees and special levies.

### **13 *Privacy Policy***

13 (1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees,
- (b) information regarding pets in a suite,
- (c) personal information collected through the use of video surveillance equipment,
- (d) names and contact information of all persons living in a suite, and

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(e) information created by a computerized access key fob system.

(2) The council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

### **14**      *No harassment*

14 (1) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

(a) verbal abuse or threats of any kind,

(b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or

(c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

(2) Upon being notified by another owner, tenant or occupant verbally or in writing (a "Notifying Person"), no owner, tenant or occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the *Strata Property Regulation* or these bylaws.

## Division 3 – Council

### **15**      *Council size*

15 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) At least one position on the strata council must be elected from the owners of the non-residential strata lots. If no non-residential strata lot owner wishes to run for council, that position may be filled by any strata lot owner.

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### **16 Council members' terms**

16 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

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

### **17 Removing council member**

17 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### **18 Replacing council member**

18 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **19 Officers**

19 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

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(b) for the remainder of the president's term if the president ceases to hold office.

(4) 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.

### **20** *Calling council meetings*

20 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **21** *Quorum of council*

21 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

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### **22 Council meetings**

22 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **23 Voting at council meetings**

23 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **24 Council to inform owners of minutes**

24 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **25 Delegation of council's powers and duties**

25 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

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(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

### **26 *Spending restrictions***

26 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **27 *Limitation on liability of council member***

27 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

(3) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

## **Division 4 -- Enforcement of Bylaws and Rules**

### **28 *Maximum fine***

28 (1) The strata corporation may fine an owner or tenant a maximum of

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(a) \$200 for each contravention of a bylaw, and

(b) \$50 for each contravention of a rule.

(2) An owner is liable for the contravention of the bylaws by his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

(3) An owner, shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules.

### **29**     *Continuing contravention*

29 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.

## **Division 5 -- Annual and Special General Meetings**

### **30**     *Quorum*

30 (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 30 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

### **31**     *Person to chair meeting*

31 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **32 Participation by other than eligible voters**

32 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **33 Voting**

33 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(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.

(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.

(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.

(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.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **34 Order of business**

34 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;

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- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### Division 6 -- Voluntary Dispute Resolution

#### 35 *Voluntary dispute resolution*

35 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

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

(2) A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

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(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

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

### Division 7 -- Sharing Operating Expenses between Commercial and Residential Strata Lots

#### **36 *Operating expenses for limited common property***

36 If a contribution to the operating fund relates to and benefits only limited common property, the contribution is shared only by owners of the strata lots entitled to use the limited common property, and each strata lot's share of that contribution is to be calculated in accordance with the following formula:

unit entitlement of strata lot

$$\frac{\text{unit entitlement of strata lot}}{\text{total unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates}} \times \text{contribution to operating fund}$$

#### **37 *Operating expenses for types of strata lots***

37 (1) Strata lots 1 through 4 being non-residential strata lots are designated as a type of strata lot for the purposes of s. 6.4 of the Regulation (the "Commercial Strata Lots").

(2) Strata lots 5 through 126 being residential strata lots are designated as a type of strata lot for the purposes of s. 6.4 of the Regulation (the "Residential Strata Lots").

(3) If a contribution to the operating fund relates to and benefits only the Commercial Strata Lots, the contribution is shared only by owners of the Commercial Strata Lots, and each strata lot's share of that contribution is to be calculated in accordance with the following formula and not in accordance with the formula set out in section 99 (2) of the Act:

unit entitlement of strata lot

$$\frac{\text{unit entitlement of strata lot}}{\text{total unit entitlement of all Commercial Strata Lots}} \times \text{contribution to operating fund}$$

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total unit entitlement of all Commercial Strata Lots

(4) If a contribution to the operating fund relates to and benefits only the Residential Strata Lots, the contribution is shared only by owners of the Residential Strata Lots, and each strata lot's share of that contribution is to be calculated in accordance with the following formula and not in accordance with the formula set out in section 99 (2) of the Act:

unit entitlement of strata lot

\_\_\_\_\_ x contribution to operating fund

total unit entitlement of all Residential Strata Lots

(5) Without limiting the generality of subsection (5) the following operating expenses are allocated exclusively to the Residential Strata Lots:

- (a) gas;
- (b) amenity/recreational facilities; and
- (c) elevator.

### Division 8 – Miscellaneous

#### **38 Settlement Agreement with LMS 869**

38 (1) The strata corporation is prohibited from commencing or continuing any claim or proceedings against The Owners, Strata Plan LMS 869 (the "Settling Party") or any other persons, companies, partnerships or other legal entities who might claim contribution or indemnity for defence costs or any declaratory relief from the Settling Party in respect of any "Claim" as that term is defined in the settlement agreement entered into between the strata corporation and the Settling Party dated February 11, 2015 (the "Settlement Agreement").

(2) The strata corporation is authorized to provide a copy of the Settlement Agreement to any owner, prior strata lot owner or prospective strata lot purchaser upon request.

#### **39 Moving and deliveries**

39 (1) An owner must ensure that all moves in or out by the owner, tenant or occupant of a strata lot conforms to the bylaws and rules established by the strata corporation from time to time.

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(2) An owner, tenant or occupant must:

- (a) move all furniture, appliances and personal effects in or out of the building between the hours of 9:00 a.m. and 6:00 p.m. Monday through Friday, and between 10:00 a.m. and 5:00 p.m. on weekends and statutory holidays;
- (b) provide the strata council or its authorized agent with 2 days' notice prior to moving furniture and effects in or out of the building;
- (c) pay the strata corporation a \$300 user fee for all moves into the building;
- (d) lock the elevator with the elevator key and ensure that the elevator doors are not held open other than with the use of the elevator key;
- (e) place protective padding and floor coverings in the elevator;
- (f) return the elevator key to the building manager or a member of the strata council at the end of the move;
- (g) not leave any exterior door unlocked or held open unless the owner, tenant or occupant is present at the door to maintain security;
- (h) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free and clear upon completion of the move.

(3) An owner, tenant or occupant must not cause damage to the common property or common assets while moving in or out of the building.

(4) If the common property or common assets are damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

(5) All deliveries must be carried out with minimal disruption to other tenants or owners in the building and must only be made during normal business hours of 8:30 a.m. to 6:00 p.m. The elevator must not be held open by any means other than the elevator button used for this purpose.

### **40 Vehicles and parking**

40 (1) An owner, tenant, occupant or visitor must not (without the written permission of the strata corporation):

- (a) permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, lim-

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ited common property or land that is a common asset;

(b) keep or store uninsured vehicles on the common property, limited common property or on land that is a common asset;

(c) keep or store any vehicle that leaks or drips any fluid including gasoline;

(d) sell, lease or license parking stalls to any person other than an owner or occupant.

(e) park anywhere other than a parking stall assigned to the owner's strata lot or leased for another owner;

(f) use any parking area as a storage or work area (other than for storage of a bicycle);

(g) perform automotive maintenance or repairs on a vehicle in the parking area or on common property;

(h) permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones;

(i) smoke in a vehicle within the parking area;

(j) wash a car in the underground parking area or on any part of the forecourt;

(k) drive in the underground parking area without activating the vehicle's headlights; and

(l) drive a vehicle in excess of the 10 kph maximum speed limit within the parking area.

(2) Any vehicle being stored in the parking area must carry storage insurance with a minimum of \$1,000,000 in coverage, and must have a certificate of storage insurance visibly displayed under the windshield.

(3) Any vehicle parked in the parking area, including a vehicle being stored with storage insurance, must be moved by its owner as requested by the strata corporation from time to time for the purpose of maintenance and cleaning of the parking area.

(4) Visitor parking stalls may only be used by visitors of owners, tenants and occupants, and a vehicle may only remain in the visitor parking for a maximum of 48 hours.

(5) An owner may lease his or her parking stall to another owner, tenant or occupant of the building, provided that the owner provides the strata corporation with a copy of the lease. Parking stalls may not be leased to anyone who is not an owner, tenant or occupant of the building.

(6) Any vehicle parked in violation of these bylaws will be towed at the vehicle owner's expense, and the strata corporation's costs of removing the vehicle will be charged to the vehicle's owner.

## SCHEDULE A

### 41 *Security*

41 (1) All fire exit doors, exterior entrance doors and connecting doors to the secured vehicle parking levels must be locked at all times.

(2) Entry to the building is permitted only to persons who are in contact with a specific strata lot owner or tenant. When entry has been granted, guests must proceed directly to the owner or tenant's strata lot or must be met in the lobby and escorted by the owner or tenant.

(3) Salespersons, peddlers, canvassers or solicitors are not to be permitted entry and should be directed to contact the building manager or a strata council member.

(4) In the event of an emergency, where immediate access is necessary to enter a strata lot, any damages incurred through forced entry are the responsibility of the owner.

(5) Additional or replacement building access cards may be purchased from the strata corporation for a \$50 fee, and may only be obtained by a registered owner or tenant.

(6) Any lost or stolen access card must be reported immediately to the strata corporation by notifying the building manager.

(7) An individual entering or exiting the underground parkade must wait for the security gate to fully close before proceeding in order to observe and prevent any unauthorized entry.

### 42 *Bicycles and storage*

42 (1) Bicycles must not be brought through any indoor common property areas and may only be brought into the building through the underground parking entrance.

(2) Bicycles may only be stored in the basement parking areas allocated for bicycle storage. Any bicycle found in a non-allocated bicycle storage area will be removed at the discretion of the strata corporation and at the sole expense of the owner. Any removed bicycle will be kept in a secure area by the Resident Manager for a period of 30 days, after which it will be sold by the strata corporation. An owner of a removed bicycle must pay the strata corporation a penalty of \$25 to cover the cost of its removal, and an additional \$5 per day for each day that is stored by the Resident Manager, up to a maximum of \$150.

(3) A maximum of four (4) bicycles per strata lot may be kept in bicycle storage. The strata corporation is not responsible for any bicycle damage or theft.

(4) Storage lockers must not be used to store any hazardous or flammable substances or materials.

## SCHEDULE A

### **43     *Garbage Disposal***

43 (1) An owner, tenant, occupant or visitor may only dispose of household garbage in the garbage room on Level P1 and must ensure that such garbage is properly bagged and tied.

(2) Cardboard boxes must be flattened prior to their disposal in the recycling receptacle.

(3) An individual disposing of household garbage must ensure that he or she promptly cleans any leakage or spillage from their garbage.

(4) Non-household garbage such as furniture, appliances and electronics must be removed from the building at the sole expense of the owner, tenant or occupant, and must not be disposed in the strata corporation's garbage room.

(5) Pressure canisters, fuel tanks, paint cans and other pressurized or toxic items are not permitted in the strata corporation's garbage disposal.

(6) An owner, tenant, occupant or visitor must not permit a child to enter the garbage room without adult supervision, or to operate the trash compactor.

### **44     *Building Manager***

44 (1) The building manager may only be contacted between 8:00 a.m. and 5:00 p.m. except in the case of emergency.

(2) The duties of the building manager are restricted to common areas and strata corporation duties as directed by the strata council, except in the case of emergencies.

(3) The building manager must be given written permission to enter a strata lot for any reason other than in the case of emergency, and must be escorted into the strata lot by its owner or the owner's authorized representative.

(4) An owner intending to leave his or her strata lot vacant for a period of time exceeding one month must notify the building manager of their dates of absence.

(5) An owner, tenant or occupant must notify the building manager at least 48 hours in advance of any delivery of large pieces of furniture or construction materials so that elevator pads may be put in place.

### **45     *Common area roof top patio***

## SCHEDULE A

45 (1) An owner, tenant, occupant or visitor may only access the common area second (2<sup>nd</sup>) floor roof top patio between the hours of 8:00 a.m. and 10:00 p.m.

(2) An owner, tenant, occupant or visitor using the roof top patio must not:

(a) use or store any barbeques or cooking devices other than the common property barbeque provided by the strata corporation, which must be cleaned after each use;

(b) smoke or permit smoking of any kind;

(c) use radios, speakers or any other devices to amplify music;

(d) run, jump or perform any other physical activity;

(e) permit children to be left without adult supervision;

(f) permit the patio to be occupied by any more than ten (10) individuals at one time;

(g) leave any food, garbage or refuse.

### **46     *Bulletin board***

46 (1) An owner, tenant or occupant may post a notice on the bulletin board located in the common property lobby area for a maximum of one (1) week per posting.

(2) The strata council at its sole discretion may remove any notice it deems to be inappropriate, or any notice that has exceeded the one-week time limit.

STRATA PLAN LMS 869 - PACIFIC PLACE LANDMARK ONE

**RULES**

Approved by the Strata Counsel FEBRUARY 1, 2011

Ratified FEBRUARY 23, 2011

**I. FITNESS ROOM**

1. **All persons using the fitness room agree that they use the fitness room and the equipment in the fitness room at their own risk, and that neither the strata corporation for LMS 869 nor any of its representatives (including, but without limitation, any of the members of the strata corporation's council) are responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, that result from any use of the fitness room or the equipment in the fitness room by any person.**
2. Be courteous to others using the fitness room and if any others are waiting to use the fitness equipment then take turns using the equipment.
3. No food or drinks in the fitness room other than drinks that are bottled with proper tops in containers that are not breakable and are not spilled.
4. The number of guests per suite allowed in the fitness room is limited to two (2). Residents are responsible for ensuring their guests comply with all applicable bylaws and rules when using the fitness room. Any resident whose guest using the fitness room does not comply with any applicable bylaw or rule will be denied access to the fitness room until otherwise determined by the Strata Council and will be subject to the imposition of a fine by the Strata Council.
5. The fitness room hours are 5:00 am to 12 midnight.
6. Radios and other machines for playing music are not permitted in the fitness room unless earphones are used and the music cannot be heard by others.
7. All personal belongings and other items that are brought into the fitness room are to be removed after each use.
8. Appropriate work-out clothing, including shoes, must be worn in the fitness room.
9. No persons under the age of 14 years are permitted in the fitness room unless accompanied by an adult 19 years or older.

## II. POOL AND JACUZZI

1. **All persons using the pool or jacuzzi and their areas and facilities agree that they use the pool and jacuzzi and their areas and facilities at their own risk, and that neither the strata corporation for LMS 869 nor any of its representatives (including, but without limitation, any of the members of the strata corporation's council) are responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, that result from any use of the pool or jacuzzi or their areas and facilities by any person.**
2. The pool and jacuzzi and their areas and facilities are for the private use of residents and their guests only. Residents are responsible for ensuring their guests comply with all applicable bylaws and rules when using the pool or jacuzzi or their areas and facilities. Any resident whose guest using the pool or jacuzzi or their areas and facilities does not comply with any applicable bylaw or rule will be denied access to the pool and jacuzzi and their areas and facilities until otherwise determined by the Strata Council and will be subject to the imposition of a fine by the Strata Council.
3. No food or drinks in the pool or jacuzzi or their areas and facilities other than drinks that are bottled with proper tops in containers that are not breakable and are not spilled.
4. No boisterous or rough play or running is permitted in the pool or jacuzzi or their areas and facilities
5. After using the pool or jacuzzi dry off before leaving the pool or jacuzzi areas.
6. No shoes are to be worn in the pool or jacuzzi or their areas.
7. Swimwear must be worn in the pool and jacuzzi and their areas and facilities (other than the changing rooms) at all times.
8. The hours during which the pool and juczuzzi and their areas and facilities may be used are 5:00 am to 12 midnight.
9. Any person who uses the pool or jacuzzi must shower before entering the swimming pool or jacuzzi.
10. Any person having a skin disease, inflamed eyes, a cough or a cold, any eye, nasal or ear discharges, or any communicable disease that, in any such case, is transmittable within a pool environment are not permitted to use the pool or jacuzzi or their areas and facilities.

11. No inflatable item, rafts, or toys are permitted in the pool or jacuzzi or their areas and facilities except child's water wings.
12. No flippers or any underwater diving equipment may be worn or used in the pool or jacuzzi or their areas and facilities.
13. No persons under the age of 14 years are permitted in the pool or jacuzzi or their areas and facilities unless accompanied by an adult 19 years or older. All children using the pool or jacuzzi or their areas and facilities must be completely toilet trained and children under four (4) years of age are prohibited from using the jacuzzi.
14. All personal belongings and other items that are brought into the pool or jacuzzi areas or their areas and facilities are to be removed after each use. Lockers are to be used only when using the pool or jacuzzi or their areas and facilities or the fitness room, and no overnight use of the lockers is permitted.
15. Anyone using the jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes, and anyone using the jacuzzi for longer than 15 minutes agrees that they do so at their own risk.
16. No suntan oil, shampoo or soap is permitted in the pool or jacuzzi or their areas.
17. Radios and other machines for playing music are not permitted in the pool or jacuzzi or their areas and facilities unless earphones are used and the music cannot be heard by others.
18. Swimming alone is not advisable, and anyone swimming alone agrees that they do so at their own risk.

### **III. GARBAGE AND RECYCLING ROOM**

1. Garbage must be placed in the garbage compactor or the recycling bins in accordance with the rules below, and not left on the floor.
2. When using the garbage compactor:
  - (a) Hold the compactor door open while placing garbage into the cavity.
  - (b) Close the compactor door and the cycle will automatically begin.
  - (c) Clean-up any spillage.
  - (d) Large items must be broken down before placing into compactor, and cardboard boxes must be broken down and put into the cardboard recycling bin.
  - (e) Do not use force to push larger or bulky items through the compactor door.
  - (f) Do not touch any switches on the electrical panel.
  - (g) Do not leave garbage outside or around the compactor.

- (h) Children are not allowed to operate the compactor.
  - (i) Contact the caretaker if a malfunction or emergency arises.
  - (j) The strata corporation is responsible for the removal of regular household garbage only. Any items other than household garbage, such as discarded furniture, appliances, electronics and clothing and any metal, sand, wood and other hard objects, are the responsibility of the resident to remove at the resident's own expense.
3. Read the recycling signs and recycle correctly. There are pictures on the recycle bins identifying with a check mark those items that are allowed and identifying with an X those items that not allowed and:
- (a) Only newspapers are to be put in the newspaper bins, and no mail or other paper.
  - (b) Only mixed paper and small cardboard boxes that have been flattened is to be put only in the mixed paper bin, and no Styrofoam, plastic, pizza boxes or sliver paper.
  - (c) Only metal cans, plastics and clean jars are to be put in the container bins, and no egg cartons, juice cartons, milk cartons, styrofoam, plastic bags or cardboard.
  - (d) All other household garbage should be put into the compactor, except metal, sand and other hard objects.
  - (e) Only flattened cardboard is to be put in the cardboard bins, and nothing else. Smaller cardboard boxes such as cereal and cracker boxes are to be put in the mixed paper bin and larger cardboard boxes and clean cardboard pizza boxes are to be flattened and put in the white bin for cardboard.
  - (f) Any items that are not regular household garbage and do not fit into one of the categories for the recycling bins must be disposed of off-site.
4. Do not touch any of the switches in the garbage room.

#### IV. PARKING RULES

1. **All persons using the parking stalls agree that they use the parking stalls and parking area at their own risk, and that neither the strata corporation for LMS 869 nor any of its representatives (including, but without limitation, any of the members of the strata corporation's council) are responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, that result from any use of the parking stalls or the parking area by any person.**
2. Residential visitors may park in the following spaces while properly displaying a valid residential visitor parking pass:

Underground stalls 1 to 3 and 7 to 16 any time.

Above ground stalls located directly in front of the building from 10PM to 8AM only.

3. Retail customers may park in the following spaces by registering their vehicles with the retailer:

Above ground stalls located directly in front of the building from 8AM to 10PM only.

4. Retail staff have designated underground parking stalls 4 to 6 at all times.
5. Service vehicles may be parked in the designated 'service' stalls located at the end of the ramp leading into the underground parking area. Vehicles may be parked anytime while properly displaying a valid service vehicle parking pass from the building manager.
6. The above ground and underground parking stalls located on the adjacent 930 Cambie Street property are separately owned and governed and are not available for the use of residential visitors, retail customers or service vehicles of 950 Cambie Street.
7. **Vehicles observed not following these rules will be towed immediately without notice at the vehicle owner's expense, and any person parking in any of the parking stalls agrees that neither the strata corporation for LMS 869 nor any of its representatives (including, but without limitation, any of the members of the strata corporation's council) are responsible for any of the towing costs or any damage that may be caused to the vehicle, whether as a result of the vehicle being towed or otherwise. Queries about towed vehicles must be made directly with the towing company.**
8. Parking passes may not be copied and only one residential visitor parking pass will be assigned to each residential suite. Those observed abusing parking privileges will have their privileges removed. Passes reported lost or stolen will become invalid and can be replaced for a fee as set by the strata corporation.
9. After passing through the gates to the parkade (whether in a car, on a bike, on foot or otherwise), stop and wait for the gate to close before continuing.

## **V. OTHER RULES**

1. During a move or a furniture delivery, items must be moved from the moving or delivery truck to the elevator and from the elevator to the suite. Items may not be stored in front of the building, in the lobby or in the hallways.
2. Open alcohol is not permitted anywhere on any of the common property, including, but without limitation, the lobby, any hallways, the fitness room, the pool or jacuzzi or their areas and facilities, or the front or back courtyards.
3. Eating is not permitted in the lobby.
4. Sleeping or lying down on either of the sofas in the lobby is not permitted.
5. Holding the elevator doors open is not permitted, and the elevator doors should be released immediately when the elevator alarm sounds.