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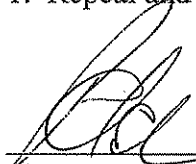
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Strata Property Act  
**FORM I**  
**AMENDMENT TO BY-LAWS**  
(Section 128)

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The Owners, Strata Plan LMS869 certify that the following or attached amendments to the by-laws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting on March 2<sup>nd</sup>, 2009.

1. Repeal and Replace Bylaws as attached.



Signature of Council Member



Signature of Council Member (not required if council consists of only one member)

# STRATA PLAN LMS 869 – PACIFIC PLACE LANDMARK I

## BYLAWS

### Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “*Act*”). For the purposes of these bylaws, “resident” means, collectively, an owner, tenant or occupant and, unless the context requires otherwise, includes a non-resident owner of a residential strata lot, and an owner, tenant or occupant of a non-residential strata lot. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

### Duties of Owners, Tenants, Occupants and Visitors (Guests)

#### 1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply with the bylaws and rules of the strata corporation adopted from time to time.

#### 2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- 2.3 In addition to interest, the strata corporation may fine an owner \$200:
  - (a) for each contravention of bylaw 2.1, where the strata corporation has not received the owner’s strata fees by the fifteenth day of the month to which the strata fees relate and each subsequent month until the fees are paid.
  - (b) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.4 Failure to pay a special levy on the due date will result in a fine of \$200 for each contravention of bylaw 2.5.

2.5 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

### **3. Repair and maintenance of property by owner**

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation or either separate section under these bylaws.

3.2 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 or either separate section under these bylaws.

### **4. Use of property**

4.1 A resident or visitor must not use a strata lot, the common property, common assets or limited common property in a way that:

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

- 4.2 An owner, resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, limited common property 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*.
- 4.3 An owner is responsible for any damage caused by owner, occupants, tenants or visitors to the owner's strata lot, common property or limited common property.
- 4.4 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, common assets, limited common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, 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 and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment. This bylaw in no way limits the ability of the strata corporation's insurer to seek cost recovery against the owner or the owner's insurer to recover the cost of repairs for any damages caused as described in this bylaw.
- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home unless granted prior written approval by the council.
- 4.6 No owners, residents or guests shall do anything on common property that is likely to damage plants, bushes, flowers or lawns and must not place chairs, tables, or other objects on the lawn so as to damage the landscaping or prevent growth.
- 4.7 An owner or occupant is responsible to ensure that their children or the children of guests do not play in the following common areas: lobby, stairs, elevators, corridors, parking areas or any utility room.
- 4.8 A resident or visitor must not cycle, skateboard, or wear or use inline skates or rollerskates on any hallways, lobbies or landscaped areas that are common property, limited common property or strata lot.
- 4.9 A resident, owner, visitor must not activate or attempt to activate any fire safety equipment including fire alarm pull stations unless this action is necessary because of a real fire safety threat. Contravention is subject to a fine of \$200.00

plus any fees charged to the strata corporation or other costs to the strata corporation as a result of the contravention.

**5. Pets and animals**

- 5.1 A resident or visitor must not keep any pets or animals on a strata lot, limited common property, common property or on land that is a common asset.
- 5.2 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, limited common property, common property, or land that is a common asset.
- 5.3 A resident contravening any of bylaws 5.1 to 5.2 (inclusive) is subject to a \$200 fine for each contravention.

**6. Duty to inform strata corporation**

- 6.1 An owner must notify the strata corporation within two weeks of becoming an owner, of the owner's name and any occupant's names, strata lot number, telephone number, electronic contact address, if available, and mailing address outside the strata plan, if any.
- 6.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act, including the tenant's name and telephone number, if any.

**7. Obtain approval before altering a strata lot**

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing 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) stairs, balconies, patios or other things attached to the exterior of a building,
  - (d) doors or windows on the exterior of a building, or that front on the common property;
  - (e) fences, railings and similar structures that enclose a balcony or patio;
  - (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*;

- (h) wiring, plumbing, piping, heating, air conditioning and other similar services.

- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any conditions that council may establish, necessary municipal permits, expenses relating to the alteration and to indemnify and hold harmless the strata corporation, strata council, employees and agents from any and all future costs in connection with the alteration.
- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit a written description of the intended alteration.
- 7.4 Owners installing hard surface flooring must install insulating soundproofing barrier to a standard set by council from time to time that will minimize noise transference to adjoining suites. If hard surface flooring is installed without complying with the standards in effect at the time of installation and any complaints are received with respect to increased noise transference, the owner will be responsible to take appropriate action to rectify the cause of the complaint as required by council.

## **8. Obtain approval before altering common property**

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, limited common property or common assets.
- 8.2 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 and to indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims, demands and future costs whatsoever arising out of or in any manner attributable to the alteration.

## **9. Renovations/alterations**

- 9.1 An owner must give the resident manager 24 hours' prior notice of the scheduled delivery of materials or large objects/furniture deliveries to individual strata lots requiring the use of the elevator and of sufficient size, weight or configuration that it may damage the elevator cab. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons may result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the delivery and removal of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. If delivery truck can't fit in the parking lot, an owner can get approval from Resident Manager to have the delivery or removal done through the main lobby. An owner has to ensure that the lobby flooring is protected as directed by the Resident Manager.
- 9.4 An owner of a strata lot undergoing renovation or alteration is responsible to ensure:
  - (a) floor protection is in place during the delivery or removal of construction materials between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping and to permit the safe passage of residents and visitors to the building; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the resident manager) and the residential corridor thoroughly vacuumed daily;
- 9.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. An owner must ensure that no renovations, alterations or construction on the owner's strata lot are carried out at any time on Sundays or statutory holidays that would disturb the peace, quiet, rest or enjoyment of other residents or occupants of strata lots.
- 9.6 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained and provided to council prior to initiating renovations.
- 9.7 An owner in contravention of any of bylaws 9.1 to 9.6 (inclusive) shall be subject to a fine of \$50 to a maximum of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

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

- 10.1 An owner, resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
- (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 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*, or to ensure a resident's compliance with the Act, bylaws and rules.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

## **Powers and Duties of Strata Corporation**

### **11. Residential and commercial sections**

- 11.1 The owners of all the residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan.
- 11.2 The owners of all non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
- 11.3 Any entrance ways which are for the exclusive use of either separate section will be designated as limited common property for strata lots in the applicable section. Therefore, access to each section will be limited to their respective strata lots, so that the common areas in each (such as any recreation and storage areas in the Residential Section, and entrances, lobbies, corridors, utility rooms and other common areas in each section) will be for the exclusive use of the Residential Section or the Commercial Section, as applicable.

### **12. Powers of Separate Sections**

- 12.1 Each separate section of the strata corporation may:



- (a) purchase, hire or otherwise acquire personal property for use by owners in the separate sections in connection with their enjoyment of the limited common property appurtenant to the common property relevant to the separate section, facilities common to the separate section or other assets of the separate section;
- (b) make an agreement with any owners or occupier of a strata lot within the separate section for the provision of amenities or services by it to the strata lot or to the owners or occupiers thereof;
- (c) grant to an owner within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to or common property relevant to the separate section or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
- (d) make such rules as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to and common property relevant to the separate sections, facilities common to the separate section, or other assets of the separate section; and
- (e) do all things necessary for the enforcement of the rules of the separate section, and for the control, management and administration of the limited common property appurtenant to and common property relevant to the separate section, generally, including removing privileges in use of certain facilities or fixing and collection of fines for contravention of rules.

12.2 Without limiting the generality of the foregoing, the executive council of the commercial section shall have the authority to permit owners of non-residential strata lots to install awnings within the common property around the outside perimeter of the non-residential strata lots which face adjacent public streets, on the condition that the plans for such awnings:

- (a) have received any approvals required from the City of Vancouver, and
- (b) depict awnings, which are in keeping with the balance of the development in terms of design, quality and colour. Any awnings installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such installation and maintenance will be solely for the account of the non-residential strata lot owners who install such awnings and the owners indemnify and hold harmless the strata corporation, executive council of the commercial section, strata council, employees and agents from any and all future costs in connection with the alteration.

12.3 The Strata Corporation confirms that:

- (a) the owners of the Commercial Strata Lots shall be entitled to place on the limited common property designated for those strata lots advertising signage, illuminated or not, as may be permitted under the applicable bylaws of the City of Vancouver in effect from time to time;

- (b) the Strata Corporation will do no act, nor pass any bylaw, rule or regulation, which would have the effect of prohibiting or impairing the owners of the Commercial Strata Lots from fully utilizing those strata lots for commercial purposes in accordance with the applicable bylaws, rules and regulations of the City of Vancouver in effect from time to time,
- (c) the Strata Corporation will not pass any bylaws, rules or regulations which prohibit, prevent or impair the owners of the Commercial Strata Lots from leasing, subleasing, granting a license, entering into any lease, sublease or license arrangement with respect to the use of the Commercial Strata Lots; and
- (d) any amendment to this bylaw may only be made with the written consent of the owners of the Commercial Strata Lots.

### **13. Duties of strata corporation**

#### **13.1 The strata corporation must:**

- (a) control, manage and administer the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), common facilities or other common assets or the strata corporation for the benefit of all owners;
- (b) maintain and repair the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), and the fixtures and fittings (including any apparatus and equipment) used in connection with such common property, common facilities or other common assets of the strata corporation;
- (c) maintain all external common areas, including lawns, gardens and parking areas including the exterior of the building but excluding windows, doors, balconies, and patios included in a strata lot or in limited common property appurtenant to a strata lot;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts capable of being used in connection with the enjoyment of common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below); or more than one strata lot where such strata lots are now with the same separate section;
- (e) collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank, trust company, credit union or financial institution established by the government;
- (f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation; and

- (g) where an owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the strata corporation, upon the request of the mortgagee, deliver such notices to the mortgagee at the last address specified by the mortgagee in writing.

#### **14. Duties of separate section**

14.1 Each separate section of the strata corporation must:

- (a) control, manage and administer the limited common property appurtenant to the separate section of the strata corporation for the benefit of all members of the separate section;
- (b) maintain and repair the limited common property appurtenant to the separate section, and the fixtures and fittings, including the elevators and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and common property to be controlled, managed and administered by either separate section, as described below, facilities common to the separate section, and other assets of the separate section;
- (c) maintain all areas common to the separate section, both internal and external, including storage areas, public halls and lobby;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts capable of being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot within the separate section or the limited common property appurtenant to the separate section;
- (e) collect and receive all contributions toward the expenses common to the separate section paid by the owners and deposit the same with a chartered bank, trust company, credit union or financial institution established by the government; and
- (f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section; and
- (g) maintain the limited common property appurtenant to the separate section in a safe and attractive condition.

14.2 Notwithstanding the authority of each section to elect an executive council to administer its appropriate duties and powers under the Strata Property Act, if the separate sections have not formed separate executive councils, the strata council by default will perform the duties and powers of the separate section.

#### **15. Maintenance and repair of property by Strata Corporation**

15.1 The strata corporation or either separate section (as applicable) 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:
  - (iii)
    - A. the structure of a building;
    - B. the exterior of a building;
    - C. stairs, balconies and other things attached to the exterior of a building;
    - D. doors and windows on the exterior of a building or that front on common property;
    - E. railings and similar structures that enclose balconies;

F.

- (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) stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors and windows on the exterior of a building or that front on common property, and
  - (v) railings and similar structures that enclose balconies.

## **Council**

### **16. Strata council**

- 16.1 Subject to the Act and Regulations and these bylaws, the council of the strata corporation shall, subject to any restrictions imposed or direction given at a general meeting, exercise and perform the powers and duties of the strata corporation.
- 16.2 Subject to bylaw 16.1, the council must have at least 3 and not more than 7 members.

### **17. Executives of the separate sections**

- 17.1 The executive of a separate section shall, subject to any restrictions imposed or direction given at a general meeting of the separate section, exercise and perform the powers and duties of the separate section.

## **18. Council eligibility**

- 18.1 The spouse, common law partner or duly appointed representative of an owner may stand for council but not both.
- 18.2 No person may stand for council or continue to be on council with respect to a strata lot, if:
  - (a) the strata corporation is entitled to register a lien against that strata lot under section 116(l) of the *Act*; or
  - (b) there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or other costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 18.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or other costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the *Act*.

## **19. Council members' terms**

- 19.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 19.2 A person whose term as council member is ending is eligible for reelection.

## **20. Removing council member**

- 20.1 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. The strata corporation must pass a separate resolution for each council member to be removed.
- 20.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 20.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

- 20.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 20.5 A replacement council member appointed pursuant to bylaws 20.2 and 20.4 may be appointed from any person eligible to sit on the council.

## **21. Replacing council member**

- 21.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 21.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 21.3 The council may appoint a council member under bylaw 21.1 even if the absence of the member being replaced leaves the council without a quorum.
- 21.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% 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.

## **22. Officers**

- 22.1 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.
- 22.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 22.3 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
  - (b) for the remainder of the president's term if the president ceases to hold office.
- 22.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **23. Calling council meetings**

- 23.1 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.
- 23.2 The notice in bylaw 23.1 does not have to be in writing.
- 23.3 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 every council members either:
    - (i) consents in advance of the meeting; or
    - (ii) is unavailable to provide consent after reasonable attempts to contact him or her.

## **24. Requisition of council hearing**

- 24.1 By application in writing, stating the reason for the request, a resident may request a hearing at a council meeting.
- 24.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 24.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 24.3 If the purpose of the hearing is to seek a decision of the council, the council must notify the applicant of its decision, in writing, within one week of the hearing.

## **25. Quorum of council**

- 25.1 A quorum of the council is:
  - (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.
- 25.2 Council members must be present in person at the council meeting (or deemed to be present in person under bylaw 26.3) to be counted in establishing quorum.

**26. Council meetings**

- 26.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 26.2 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.
- 26.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 26.4 Owners and spouses of owners, common law partners or duly appointed representatives may attend council meetings as observers.
- 26.5 Despite bylaw 26.4, no observers may attend those portions of council meetings that deal with:
  - (a) bylaw contravention hearings under section 135 of the *Act*; or
  - (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**27. Voting at council meetings**

- 27.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 27.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 27.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.



**28. Council to inform owners of minutes**

- 28.1 The council must circulate to or post for all owners the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

**29. Delegation of council's powers and duties**

- 29.1 Subject to bylaws 29.2, 29.3 and 29.4, 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.

- 29.2 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
- (b) delegates the general authority to make expenditures in accordance with bylaw 29.3.

- 29.3 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.

- 29.4 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.

**30. Spending restrictions**

- 30.1 If a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than: \$2,000.00.

- 30.2 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.

- 30.3 Despite bylaw 30.1, 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.

**31. Limitation on liability of council member**

- 31.1 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 or function of the council or the council member.
- 31.2 Bylaw 31.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 31.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

**Enforcement of Bylaws and Rules**

**32. Fines**

- 32.1 Except where a lesser amount is specified in these bylaws, the strata corporation may fine an owner or tenant up to:
  - (a) \$200.00 for each contravention of a bylaw; and
  - (b) \$50.00 for each contravention of a rule.
- 32.2 If the council determines, in its discretion, that a resident is in repeated contravention of any bylaws or rules, any fines levied in respect of such contravention shall be immediately added to the strata fees for the applicable strata lot, and shall be due and payable by the owner of the strata lot together with the strata fees for the strata lot in the next month following such contravention.

**33. Continuing contravention**

- 33.1 Except where specifically stated to be otherwise in these bylaws, 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.

## **Annual and Special General Meetings**

### **34. Quorum**

- 34.1 A quorum for an annual or special general meeting is eligible voters holding one-third of the strata corporation's votes, present in person or by proxy.
- 34.2 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

### **35. Person to chair meeting**

- 35.1 Annual and special general meetings must be chaired by the president of the council.
- 35.2 If the president of the council is unable or unwilling to act, the meeting must be chaired by the vice president of the council.
- 35.3 If neither the president nor the vice president of the council chairs the meeting, another council member must chair the meeting, failing this, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

### **36. Participation by other than eligible voters**

- 36.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote but must identify themselves to the chair as observers upon entering the meeting.
- 36.2 Persons who are not eligible to vote, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 36.3 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.

### **37. Voting**

- 37.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if:
- (a) the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Act*; or
  - (b) there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the *Act*.
- 37.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 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.
- 37.7 Despite anything in bylaws 37.1 to 37.6, an election of council or vote to remove a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **38. Order of business**

- 38.1 The order of business at annual general meetings, and as far as is appropriate for special general meetings, is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver or 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; and
- (n) terminate the meeting.

### **39. Annual and Special General Meetings of separate sections**

- 39.1 Bylaws 34 to 38 apply, with the necessary changes, to annual and special general meetings of the separate sections.

## **Voluntary Dispute Resolution**

### **40. Voluntary dispute resolution**

- 40.1 A dispute among owners, tenants, occupants, the strata corporation, the separate sections, 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.
- 40.2 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, tenant or non-resident person chosen to chair the committee by the persons nominated by the disputing parties; or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 40.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Small Claims Court Proceedings**

**41. Authorization to proceed**

- 41.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

**Sale of a Strata Lot**

**42. Sale of a Strata Lot**

- 42.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 42.2 An owner may hold an "open house" providing that all potential purchasers are met at the entrance door to the building and escorted through all of the common areas and out of the building.
- 42.3 The showing of strata lots will be done only between 8:00 am and 8:00 pm.

**Insurance**

**43. Insuring against major perils**

- 43.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

## **Schedule A Parking**

### **44. Parking**

- 44.1 Parking stalls in the underground parking area must not be used for any purpose other than for parking passenger vehicles owned or leased by residents or temporary visitors.
- 44.2 An owner must not lease or licence a parking stall assigned to the owner's strata lot to any person who is not a resident.
- 44.3 A resident must park only in a parking stall which has been assigned to the resident's strata lot, or leased by the resident from another owner.
- 44.4 A resident must not permit any oversized or recreational vehicle, including but not limited to a boat, trailer, camper or other such property, to be parked or stored in the underground parking area, or on common property, limited common property, or land that is a common asset.
- 44.5 A resident must not permit an unlicensed or uninsured vehicle to be stored in the underground parking area, or on common property, limited common property, or land that is a common asset.
- 44.6 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage and on request thereafter.
- 44.7 Only motorized, currently licensed and/or insured and operational vehicles may be parked on common property, in designated or assigned parking stalls. Motor vehicles not bearing current licence plates or displaying on the windshield a certificate of storage insurance for a minimum of \$1,000,000 liability will be towed away at the owner's expense.
- 44.8 A resident or visitor must not permit any vehicle to be parked or left unattended in a no parking zone, unallocated spaces or in a manner that interferes with or obstructs access to or use of the underground parking area, parking stalls, the access lane, or courtyard.
- 44.9 A resident or visitor must not permit any vehicle to be parked or left unattended in the handicapped parking stall in the driveway area, except vehicles displaying a valid handicapped or disabled parking pass.
- 44.10 The Resident Manager may allow parking as necessary for trades and service vehicles, but such vehicles may not be parked in a manner that interferes with or obstructs access to or use of the underground parking area, parking stalls, the access lane, or courtyard.

- 44.11 Parking stalls in the courtyard and the guest parking area designated for the use of the Commercial Section may only be used by owners, residents or guests of the Residential Section as indicated. Residential Section vehicles parking at times other than indicated on the stall will be towed without notice and at the vehicle owner's expense.
- 44.12 Any vehicle parked in violation of bylaw 44.6, 44.7, 44.8, 44.9, 44.10 or 44.11 will be subject to removal by a towing company authorized by council. If the vehicle belongs to a resident of a strata lot, all costs associated with the removal will be charged to the strata lot owner.
- 44.13 A resident or visitor must not drive any vehicle in excess of 10 km/h in the underground parking area.
- 44.14 A resident or visitor must not smoke in the underground parking area, including inside a vehicle.
- 44.15 A resident must not park or store any vehicle that drips oil or gasoline. Oil leaks, gasoline, automotive fluids and exhaust pollution stains are the responsibility of the owner and must be cleaned up from the owner's parking stall(s). If the owner fails to do so after one warning, the strata corporation will have the leak/stain cleaned up at a charge to the owner. A fine may also be levied for failure to comply with this bylaw.
- 44.16 An owner, resident, visitor or contractor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs, or for any kind of storage.
- 44.17 No major repairs or adjustments to motor vehicles may be carried out on common property where the likelihood of gas, oil or grease could cause inconvenience to others and/or damage to property.
- 44.18 Guest parking shall be on a first come, first serve basis and must not be used by residents.
- 44.19 Guest parking is permitted only in designated parking stalls and is for the exclusive use of visitors and is limited to a maximum duration of 24 hours. Any guest who visits for a longer period than 24 hours must advise the resident caretaker and obtain a special parking permit.

### **Bicycle Storage**



**45. Bicycle Storage**

- 45.1 The common property includes bicycle storage rooms on the parking levels which are designated on the strata plan as limited common property for the exclusive use of owners of the residential strata lots and are intended to provide space for the storage of up to 64 bicycles. Owners of residential strata lots within the development will be entitled to the use of space within the bicycle storage rooms on a first come-first served basis while they remain available.
- 45.2 Up to an additional 122 bicycle spaces within Pacific Landmark - Tower 2, within one or more bicycle storage rooms located on the parking levels thereof will be made available for the use of owners of residential strata lots in Pacific Place Landmark - Tower 1, who will contribute towards the cost of insuring, maintaining and repairing the bicycle storage area in accordance with an easement agreement registered in favour of the Strata Corporation.

- 45.3 The Strata Council will be responsible for the orderly administration of the use of the bicycle spaces within Pacific Place Landmark - Tower 1 and Pacific Place Landmark - Tower 2 including the allocation of the bicycle spaces to owners and the issuance of keys or security passes, if appropriate. A deposit for keys or security passes may be required and keys issued must not be duplicated. The deposit will be refunded on return of keys or security passes in usable condition.
- 45.4 A resident must store or keep any bicycle in the storage area designated for that purpose, and must not permit any bicycle to be taken into the building or through common areas within the building, stored in other areas of common property, or stored within the resident's strata lot or on a balcony or patio.

### **Planters**

#### **46. Planters, items or equipment**

- 46.1 Owners of non-residential strata lots and owners of residential strata lots which do not have enclosed balconies shall be allowed to place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are not in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed.

### **Moving**

#### **47. Moving in/out procedures**

- 47.1 An owner must conform to, and ensure that any tenants conform to, any move-in and move-out rules established by the council from time to time.

- 47.2 A resident must provide at least 7 days written notice to the resident manager of all moving arrangements. The resident manager may in his or her discretion require that the resident manager or his or her designate be present in the lobby during such moves for security purposes. All moves or large furniture deliveries must take place between 8:00 a.m. and 8:00 p.m.
- 47.3 A resident using the elevator during a move or large furniture delivery must ensure that:
- (a) pads are hung in the elevator to prevent damage and if not to notify the resident manager; and
  - (b) the elevator service key is used to control the elevator and the doors are not jammed open in any manner. If the resident is provided the elevator service key for use during moving, the key must be returned immediately upon completion of the move to the resident manager.
- 47.4 A resident must pay a non-refundable assessment of \$200 to the strata corporation on any residential move-in that may damage the elevator cab due to size, weight or configuration, to defray the costs to the strata corporation including the cost of additional security, inspecting the common area before and after the move-in and installing elevator pads and issuance of the elevator control key.
- 47.5 A refundable deposit of \$250.00 cash must be made to the resident manager before a move can proceed. The resident manager will then disarm the entrance door alarm and lock out an elevator. Following completion of the move and on inspection of the common areas by the resident manager and moving party confirming no damage incurred, the security system will be re-armed and the deposit returned. If damage has been incurred, cost of repairing any damage to the common property will be deducted from the deposit and the balance refunded after the repairs are complete. Any damage occurring greater than the deposit will be charged to the owner. Any damage due to the delivery of large object or furniture will also be charged to the owner.
- 47.6 During the move, all lobby doors must remain closed and locked when unattended.
- 47.7 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 47.8 A resident contravening any of bylaws 47.2 to 47.8 (inclusive) shall be subject to a fine of up to \$200.00.

## **Appearance of strata lots**

### **48. Cleanliness**

- 48.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

### **49. Security**

- 49.1 No one shall leave open or unlocked any outside entrance or exterior fire exit doors.
- 49.2 No one shall let another person into the parking garage or building by way of the enterphone or when entering or exiting themselves unless that person is known to them.
- 49.3 Owners are liable for any damage to the Strata Corporation assets caused by a resident of their strata lot and their guests.
- 49.4 Residents must report to the police any suspicious person(s) in or around the building.
- 49.5 All keys to locks on common property are common property and may be made and issued only by the Strata Corporation.
- 49.6 Additional/replacement security cards may be obtained by a registered owner or a registered tenant at any time by paying a charge to the Corporation of \$50.00 each card of which \$35.00 will be refunded only if the card is returned in good working order and that were assigned to their strata lot.
- 49.7 All cards lost or stolen shall be reported to the Corporation and Resident Manager immediately. There is no penalty involved other than the cost of a replacement card.
- 49.8 No soliciting or retail sales will be permitted within the strata plan (strata lot, limited common property or common property).
- 49.9 Access to residential floors is restricted to residents of that floor and their visitors for the purpose of security.

## **Miscellaneous**

## **50. Miscellaneous**

- 50.1 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 50.2 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle, charging a vehicle battery or other similar use
- 50.3 A resident may post notices only on the designated bulletin board in the garbage room, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 50.4 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 50.5 A resident or visitor must not smoke in any of the indoor common areas, including the elevators, hallways, storage areas, utility rooms, recreation areas, lobby and stairwells, or outside the building within 6 metres of any door, window or air intake.
- 50.6 A resident must not allow hazardous materials or items that may deteriorate or attract pests in any area.
- 50.7 A resident must ensure that ordinary household refuse and garbage is securely wrapped and taken to the compactor in the garbage room on Level P1, recyclable material is to be placed in designated bins. Garbage must be placed into the compactor and not left on the floor or elsewhere and recyclable materials must be properly sorted and placed in the appropriate receptacles. Improper handling of garbage and recyclables may lead to fines against the strata lot for each incident. Removal of materials other than recyclable or ordinary household refuse and garbage is the responsibility of the owner. Contravention of this bylaw may lead to a fine being levied against the owners strata lot along with additional fees for the removal of said items or cleanup of improperly disposed materials.
- 50.8 A resident must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot, common property or limited common property.
- 50.9 A resident must not allow any refuse, water, cigarettes, matches, or any other material to fall or be thrown out of any window or door, from any balcony, or into any stairwell, hallway or other indoor common area.

- 50.10 A resident must not store or keep any items, other than patio furniture and plants, on a balcony or patio in a manner which is visible to pedestrians or other strata lot residents.
- 50.11 A resident must not hang or place any window drapes, blinds, tinfoil, signs or other objects which, in the opinion of the strata council, will adversely affect the consistency of the exterior appearance of the building.
- 50.12 A resident must not hang or permit to be hung any laundry, bedding, towels or similar items on or from any balcony or on any other common property or limited common property in a manner which is visible to pedestrians or other strata lot residents.
- 50.13 A resident, owner or visitor must not, unless authorized by the council, permit signs, billboards, advertising matter, or any other notice or display of any kind, including real estate and "open house" signs, on the common property, except in the designated location, or, with the exception of the strata lots in the Commercial Section, in a strata lot in any manner which is visible from the outside of the strata lot.
- 50.14 A resident must not erect or attach to any strata lot or to the common property or limited common property a television or radio antenna or satellite dish or similar structure.
- 50.15 A resident must not allow soliciting to be done within the strata plan. A resident may have a home office but must not carry out a retail business on common property, limited common property or their strata lot.
- 50.16 An owner, resident must not permit a waterbed to be placed in a strata lot, unless the waterbed is equipped with proper frames and safety liners, and the resident carries a minimum of \$100,000 waterbed liability insurance.
- 50.17 An owner, resident must carry liability insurance in the amount of, at least, \$2,000,000 for damage that may be incurred as a result of water leakage from their strata unit.
- 50.18 All freshly cut Christmas trees are prohibited in this building. Christmas lights are permitted between December 1st and January 31st.
- 50.19 An owner, resident, visitor or contractor must not use any common property as a work area for carpentry, renovations, or repairs (including, but not exhaustively, sawing, drilling and the use of any adhesives or hardening compounds) in relation to a strata lot.

## **51. Resident Manager**

- 51.1 The duties of the Resident Manager are restricted to the common area only; or as directed by the Council, except in emergencies.
- 51.2 No owner or resident will contact the Resident Manager prior to 8:00 am or after 5:00 pm. In the case of emergencies or after hours, residents are to call the property manager's call in numbers.
- 51.3 If the Resident Manager's service is utilized outside regular business hours stated in bylaw 51.2 the cost will be charged back to the Strata lot.
- 51.4 Written permission must be given to allow access to your suite by the Resident Manager for any reason, except in emergencies.
- 51.5 Residents who will be absent for an extended period of time must notify the Resident Manager.

## **52. Recreation Facilities**

- 52.1 The recreation facilities are for the use of the owners, occupants and their visitors and their use will be governed by the provisions in the By-law relating to the use of Common Property and Common Facilities and by the rules prescribed by the Council from time to time.
- 52.2 The Social/Meeting Room will be available for use by residents on an exclusive basis between the hours of 9 a.m. and 12 midnight. (see rules). A cash deposit of \$200.00 is to be placed at the time of reservation of which \$50.00 will be retained as a rental fee. If the room is not cleaned by noon the following day, it will be cleaned by the Council or its appointees and a cleaning fee will be subtracted from the deposit. Theft or damage will be the responsibility of the owner renting the room and any such costs will be deducted from the deposit to the extent of the deposit and charged to the owner's strata lot to the extent not covered by the deposit.

## **53. Correspondence**

- 53.1 Communication between owners and Council shall be in writing; signed by the owner and shall be directed to the managing agent or deposited in the Strata Council's mailbox in the lobby mailroom area.