

CONSOLIDATED BYLAWS of
The Owners, Strata Plan LMS 1872
(“Paris Place”)

as of May 18, 2021

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***Please Note:** These bylaws are an office consolidated version. To obtain the registered copy, please contact Land Titles.

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

1 *Payment of Strata Fees*

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees 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 *Strata Property Act* (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.

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 the following:

(a) any approved alterations to common property or limited common property made by the owner;

(b) An owner shall not allow his strata lot to become unsanitary or infested with insects or rodents and shall report said infestation to the Strata Council immediately. Rubbish, dust, garbage, boxes, packing cases or the like, shall not be thrown, piled or stored on the strata lot, common property, or limited common property. The Strata Corporation shall be at liberty to remove rubbish and clean up

the common property, or limited common property, and charge the expenses of so doing to the owner responsible.

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

- (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 injurious to the building, 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.

(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, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) A resident or visitor must not: Keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

- (a) The keeping of pets in a strata lot is restricted to the following:
 - 1.1.1 a reasonable number of fish or other small aquarium animals
 - 1.1.2 up to 2 small caged mammals;
 - 1.1.3 up to 4 caged birds
 - 1.1.4 up to 2 cats,
 - 1.1.5 either (A) 1(one) larger dog, which may not be larger than 18"(45 cm) in height as measured from the shoulder of the dogs. If a resident or visitor holds 2 dogs on a strata lot, they shall be not more than 12" (30 cm) as measured from the shoulder of the dog and weigh not more than 22 lbs (10 kg) when fully grown.

(collectively, "**Permitted Pets**" and any one pet a "**Permitted Pet**").

(b) Permit any resident's or visitor's pet to: access the third floor outside courtyard, allow their pet to travel or walk without a leash on any common areas of the Strata plan, allow their pet to create a noise or nuisance or allow their pet to foul any areas within the Strata plan, nor allow their pet to act in a

manner that interferes with the use of common property by the other owners.

(c) Keep a dog within the strata plan which is not duly licensed by the City of Vancouver.

(d) Keep any animal on his or her strata lot or common property after notice has been given by the strata council to remove the animal.

(e) Feed pigeons, seagulls, birds or any type of wild animal from any strata lot or on common property.

(f) A resident must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

(g) All visitors of owners are to be informed of the bylaws concerning pets and the owners shall be responsible for the enforcement of these regulations. Failure to inform visitors and enforce these bylaws will result in fines of \$100.00 per day.

(h) A verified complaint of any violation of this section of the strata bylaws shall be deemed sufficient cause for the strata council to demand that the animal be removed from any strata lot and common property.

(i) A resident must register a Permitted Pet with the Strata council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 3 (4) (i) and by providing, in writing, the name of the Permitted Pet (if any), breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

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

(a) place signs, notices or other advertising matter of any kind (including for sale signs, excluding realtor sale sign on designated hanger in front of the building) 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 which are of a different colour than the original building specifications. The original building specification colour for window covering is #112 Alabaster by Levelor;

(c) install or affix anything to the exterior of the building, including satellite dishes or radio antennae;

(d) 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;

(e) keep or store anything on any deck, balcony or patio except free-standing, self-

contained planter boxes, patio furniture, patio accessories, barbeques; and a reasonably sized storage unit for garden accessories,

(f) display Holiday lights other than between December 1 and January 15;

(g) use any cooking device on any deck, balcony or patio other than gas or electric barbecues;

(h) 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;

(i) use a strata lot for commercial or professional purposes, except as a home office;

(j) make excessive noise or play loud music that is audible from within another strata lot between 9:00 PM and 7:00 AM from Sunday to Thursday and between 11PM and 7:00 AM on Friday or Saturday;

(k) feed birds or other animals (other than a pet residing in a strata lot) from a deck, balcony or patio;

(l) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose; or

(m) 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.

(6) Mops, mats or dusters of any kind shall not be shaken from, and nothing including water or any type of material or objects shall be thrown, dropped or allowed to escape from any window, door, a deck, balcony or patio.

(7) 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.

(8) Shopping carts are not permitted on common property.

(9) Rollerblading and skateboarding are not permitted on common property.

(10) No shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, or air conditioning devices shall be used or installed in or about the strata plan except those installations approved in writing by council.

(11) The colour of paint which may be used on the ceiling surfaces of the balconies, is Pratt & Lambert 2277 Muffin Tan. The balcony walls may not be painted and balconies may not be enclosed.

4 *Inform Strata Corporation*

4 (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, mobile 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, mobile phone number, and email address.

5 *Obtain approval before altering a strata lot*

5 (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) 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;
- (h) alterations to wiring, plumbing or piping; or
- (i) installation of flooring

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but 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.

(3) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing:

- (a) a detailed written description of the intended alteration,
- (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) proof that any flooring being installed has a minimum IIC rating of 50, and that an adequate moisture barrier will be installed;

(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 5(2), and

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

(4) Any alterations approved under this section may only be carried out between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday and 10:00 am through 5:00 pm on Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

(5) 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.

For greater clarity, notwithstanding that an owner may be in compliance with Bylaw 5(3)(e), such owner must ensure that any replacement of flooring does not significantly alter the original quality of soundproofing between such owner's strata lot and any neighbouring strata lot.

6 Obtain approval before altering common property

6 (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 bylaw, 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.

(3) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing:

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

(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 of at least \$2,000,000.00 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), and

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

(4) Any alterations approved under this section may only be carried out between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday and 10:00 am through 5:00 pm on Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

(5) An owner, tenant or occupant who alters common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property 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.

7 *Permit entry to strata lot*

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

(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.

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

(3) The Site Manager, a bonded caretaker/manager/property manager may be provided with a duplicate key for each strata lot in case of emergency.

(4) 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

8 *Repair and maintenance of property by Strata Corporation*

8(1) 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, including but not limited to:

(i) elevators;

(ii) swimming pool and recreational facilities;

(iii) lawns, gardens;

(iv) parking and storage areas; and

(v) public halls and lobbies;

(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;

(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.

Division 3 -- Council

9 Council size

9 (1) The council must have at least 5 and not more than 7 members.

10 Council members' terms

10(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.

11 *Removing council member*

11 (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.

12 *Replacing council member*

12 (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 three (3) or more members resign during the term, council shall, within ninety (90) days of the third resignation, convene an owners' meeting to elect new members to fill the vacancies.

13 *Officers*

13 (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

(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.

14 *Calling council meetings*

14 (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.

15 *Quorum of council*

15 (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.

16 *Council meetings*

16 (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.

17 *Voting at council meetings*

17 (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.

18 *Council to inform owners*

18 (1) 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.

(2) No later than 90 days after the end of the fiscal year of Strata Plan LMS 1872, an audited financial statement of Strata Plan LMS 1872 shall be completed and circulated to all owners.

(3) The fiscal year of Strata Plan LMS 1872 shall be January 1 to December 31 of the same calendar year.

19 *Delegation of council's powers and duties*

19 (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
- (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.

20 *Spending restrictions*

20 (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.

21 *Limitation on liability of council member*

21 (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

22 *Maximum fine*

22 The strata corporation may fine an owner or tenant a maximum of

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

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

23 *Continuing contravention*

23 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

24 *Person to chair meeting*

24 (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.

(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.

25 *Participation by other than eligible voters*

25 (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.

26 *Voting and quorum*

26 (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.

(8) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.

(9) If within 10 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present; the eligible voters present in person or by proxy shall constitute a quorum.

27 Order of business

27 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation 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

28 *Voluntary dispute resolution*

28(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
- (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 -- Miscellaneous Bylaws

29 *Move in/out*

29 (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 to the rules established from time to time by the strata corporation.

(2) An owner, tenant or occupant shall:

- (a) provide the strata council or its authorized agent with notice prior to moving furniture and effects in or out of the buildings;

(b) move or remove household furniture and effects from the building only during such times and in such a manner stipulated by the strata council from time to time;

(c) lock the elevator for any moves in or out of the buildings to prevent damage to the elevator and minimize inconvenience to the other owners, tenants or occupants; and

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

(4) If the common property is damaged as a result of the moving in or moving out of the buildings, 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) An owner must pay the strata corporation the move in fee as set out in the strata corporation's rules within two weeks of an owner or tenant moving into a strata lot.

30 Parking

30(1) An owner, tenant or occupant shall only use the parking space(s) assigned to his or her strata lot(s), save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.

(2) Owners must not lease, rent or license parking spaces to persons who are not owners, tenants or occupants of a strata lot at LMS 1872.

(3) Motor homes, trailers, boats or equipment of any kind, or vehicles exceeding 9,000 lbs. G.V.W, shall not be parked on any common property without the written permission of council;

(4) Major repairs or adjustments to motor vehicles are not permitted on common property where the likelihood of gas, oil or grease could cause inconvenience to others or damage to property;

(5) Guest parking is permitted only in designated stalls and is for the exclusive use of visitors. All unauthorized vehicles will be removed from the common property at the vehicle

(6) Cars may only be washed in the designated washing area. Residents using this area are responsible for cleaning up after washing their cars. Soap suds and water are to be thoroughly swept and drained;

(7) An owner, tenant or occupant must not park uninsured vehicles on the common property, limited common property or on land that is a common asset.

(8) An owner, tenant or occupant storing a vehicle on the common property, limited common property or on land that is a common asset must have third party liability insurance with a minimum policy limit of \$1,000,000.00 with a certificate of storage insurance displayed on the windshield, and must provide proof of such insurance to the strata corporation on the commencement date of the storage upon request by the strata council.

(9) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones, fire lanes or in any area not specifically designated as a parking space, not in a manner which will reduce the width of an access driveway.

(10) A resident must not park or store any vehicle that drops oil, gasoline or any other fluid. A resident must provide suitable materials to absorb any dripped oil, gasoline or other automotive residue and regularly remove such absorbent materials. Vehicles that, in the reasonable opinion of the strata council continuously spill or leak oil or gasoline or other fluids in excessive amounts will be prohibited from parking on common property, limited common property and land that is a common asset until the vehicle is repaired.

(11) An owner, tenant or occupant must not use a parking stall for the storage of any items except for vehicles;

(12) Visitors bringing bicycles or motorcycles onto the strata corporation property must park them only in designated areas; and

(13) Any vehicle parked in contravention of these bylaws will be towed away at the owner's expense.

31 *Use of strata lot as a single family dwelling*

31(1) A strata lot shall only be used as a private dwelling home for not more than one family, which may include a live-in housekeeper or nurse.

(2) All units shall be restricted to the following number of residents:

- 1) in a one bedroom suite: not more than three residents;
- 2) in a two bedroom suite: not more than five residents;
- 3) in a two bedroom suite plus den: not more than six residents;

(3) Visitors to a strata lot are excluded from this bylaw provided that they do not reside in the strata lot for more than 12 weeks per calendar year.

32 Owner insurance and indemnity for damage to common property and strata lots

32(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. Owners or occupants of strata lots shall not admit any person who phones on the enterphone or otherwise seeks access to the common property, unless they are satisfied such person wishes to enter the building for legitimate reasons.

(4) An owner, tenant, occupant or visitor must ensure no unauthorized person(s) enters/departs while the main doors are open.

(5) 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 for which an owner is responsible, or arising from any incident occurring or originating in the owner's strata lot, whether such incident is caused or contributed to by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants, 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.

(6) 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.

(7) The strata corporation is not liable to an owner or tenant for any loss or damage to the property or person of the owner, arising from any defect or want of repair of the common property, a common asset, or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the strata corporation, its employees or agents.

(8) The strata corporation shall not be responsible to an owner for any loss, damage or expense to the owner caused by an overflow or leakage of water arising from any adjoining strata lots where such leakage or overflow results from the wrongful act or neglect on any other owner.

33 No harassment

33(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.

34 Small Claims Court and collection of strata property fees and special levies

34(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.

35 Privacy Policy

35(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) personal information collected through the use of video surveillance equipment,
 - (c) names and contact information of all persons living in a suite, and
 - (d) 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.

36 *Schedule of Fines and Fees*

36(1) Move In/Out fee - \$200.00

(2) Illegal Move- \$200.00 (for all moves that are not booked in advance with the Site Manager)

(3) Purchase- Access Card \$25.00 I FOB \$30.00

(4) New Visitor Parking Pass - \$20.00 each suite is entitled to 2 passes. Renewal of 2nd pass \$10.00 per calendar year

(5) Parking Space Rental for non-residents as per agreement. There are 13 spaces rented on a monthly basis. Rent shall be \$50.00 for those who park 6:00a.m.- 6:00p.m. and \$60.00 for those who park 6:00a.m.- 8:00 p.m. Renters are expected to pay a \$25.00 refundable deposit at time of rental.

(6) Storage Locker Rental - 24 storage lockers which were built in 1998
 22-\$40.00
 2- \$45.00
 1 - \$75.00

Renters pay a \$50.00 damage refundable deposit at time of rental and sign an agreement with the Strata Corporation at time of rental

(7) Bike room key- \$10.00 refundable deposit

(8) Motorcycle parkway- NON parking space \$20.00/month

37 *Selling of strata lots*

37(1) No owner, occupant or agent representing the owner, shall permit "For Sale" signs to be placed on or about the grounds of Strata Plan LMS 1872;

(2) During "Open- House" showings, owners, occupants, or appointed representing-agents are responsible for physically allowing any prospective buyer(s)/viewer(s) access to and from the building. All viewers must be fully escorted while on common property at all times.

(3) Owners, occupants, or appointed representing agents must ensure prospective buyer(s)/viewer(s) depart the building after showings.

(4) During "Open House" showings, owners, occupants, or appointed representing agents are responsible for the actions of all prospective buyer(s)/viewer(s) while on Strata Premises.

38 *Leasing of strata lots*

38(1) The number of strata lots that may be leased within the strata plan by the owners shall be all the strata lots, that is, the number of strata lots that may be leased shall not be limited in any way whatsoever.

(2) No owner who wishes to lease his strata lot need seek approval from the strata council, however, the owner shall forthwith comply with section 146 of the Strata Property Act within two weeks of renting a strata lot.

39 *Motion 39 Defeated at AGM Held in March, 20th. 2018*

40 *Short Term Rentals- Option 2*

A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation, unless the following conditions are met:

(1) the resident has signed a written acknowledgment to the strata corporation, in a form as provided by the strata corporation from time to time, certifying that the resident will remain solely responsible for compliance with any then-applicable municipal or provincial laws, regulations and requirements related to short-term rentals, and indemnifying the strata corporation from any actions, fines, claims, damages or other expenses which may occur related to the resident's offering or operation of their strata lot for short-term rental purposes;

(2) the resident complies with rules related to short-term rentals as may be made by the strata corporation from time to time; and

(3) where the resident is a tenant, the resident has obtained the written permission of the Owner to conduct such short-term rentals, and has provided proof of same to the strata corporation.

(4) All owners that provide short term rental shall obtain City of Vancouver license to operate the short term rental.

(a) A Copy of license shall be provided to the Strata within 15 days of obtaining license, on an annual basis.

(b) A Copy of the license must be clearly displayed within the Strata lot as per City of Vancouver rules.

(c) Fines will be imposed for owners in violation in the amount of up to \$200.00 every 7 days.

(5) Visitor occupying short term rental units must have government ID on AirBnb profile and agree to no pets, no parties or events.

On the fourth complaint in a rolling 365 day period, owners will lose Strata's permission to operate short term rental for a period of one year from the date of the last complaint.

(6) Visitors occupying short term rental units shall not have access to the 3rd floor activity areas, nor shall they be advertised.

For greater clarity, short-term accommodation will include any such rental which is for a duration of less than 30 days, whether by term of a agreement, by intent or by fact of such rental.

