

17 MAR 2009 09 27

BB1057363

NEW WESTMINSTER, B.C.

Registrar,
Land Title Office,
88 - 6th Street,
New Westminster, B.C. V3L 5B3

Please receive herewith the following document(s) for filing:

**FORM I – AMENDMENT TO BYLAWS
FOR THE OWNERS, STRATA PLAN LMS2371**



Managing Agent for Strata Plan LMS2371
Bob Adams
Facilitech Property Management Ltd.
4th Floor, 1110 Howe Street
Vancouver BC V6Z 1R2
(604) 684-9940

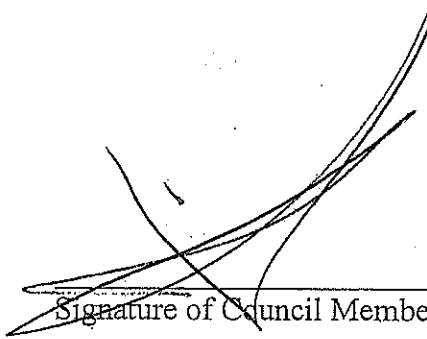
Strata Property Act
FORM I
AMENDMENT TO BYLAWS

(Section 128)

The Owners, **Strata Plan LMS2371** certify that the attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on **January 13, 2009**.

SEE ATTACHED

Signature of Council Member



Signature of Council Member

THE OWNERS, STRATA PLAN LMS 2371 CONFERENCE PLAZA
¾ VOTE RESOLUTION REGARDING PET BY-LAWS

WHEREAS:

The strata corporation, known as The Owners, Strata Plan LMS 2371 (the "Strata Corporation") wishes amend the following by-laws.

Bylaw 19 pertaining to pets shall be revoked in its entirety and replaced with the following:

19. Pets

No pets (unless grandfathered) shall be allowed in Conference Plaza LMS2371. Any owner having a pet residing in their Strata Lot and holding a valid pet license issued prior to December 18th 2008 shall be considered grandfathered.

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

a) Acceptable Pets:

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

b) Rules:

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

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

This Bylaw, be adopted as a bylaw of the Strata Corporation.

25 MAR 2008 12 36

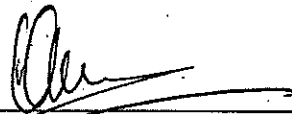
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NEW WESTMINSTER, B.C.

Registrar,
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88 - 6th Street,
New Westminster, B.C. V3L 5B3

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FOR THE OWNERS, STRATA PLAN LMS2371




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Bob Adams
Facilitech Property Management Ltd.
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Vancouver BC V6Z 1R2
(604) 684-9940

Strata Property Act
FORM I
AMENDMENT TO BYLAWS

(Section 128)

The Owners, **Strata Plan LMS2371**, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **January 28, 2008**.

SEE ATTACHED



Signature of Council Member



Signature of Council Member

THE OWNERS, STRATA PLAN LMS 2371 CONFERENCE PLAZA
¾ VOTE RESOLUTION REGARDING
A BYLAW AMENDMENT FOR SIGNAGE

WHEREAS:

The Strata Corporation, known as The Owners, Strata Plan LMS 2371 (the "Strata Corporation") wishes to amend Bylaw 16 as follows: *(changes are in italics)*

16 Prohibitions

- d) ii) **An owner shall keep the area directly in front of and behind his strata lot in a tidy state, free and clear of all refuse and other materials including pallets, boxes, crates, metal, wood, paper, machines and heavy equipment; an owner shall not put in front of a strata lot any sandwich board signs, tables, chairs or advertising. This includes both common property and city property.**

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

this Bylaw be adopted as a Bylaw of the Strata Corporation.

27 MAR 2007 09 19

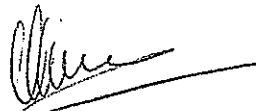
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NEW WESTMINSTER, B.C.

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Land Title Office,
88 - 6th Street,
New Westminster, B.C. V3L 5B3

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FORM I - AMENDMENT TO BYLAWS
FOR THE OWNERS, STRATA PLAN LMS2371



Managing Agent for Strata Plan LMS2371
Bob Adams
Facilitech Property Management Ltd.
4th Floor, 1110 Howe Street
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Strata Property Act
FORM I
AMENDMENT TO BYLAWS

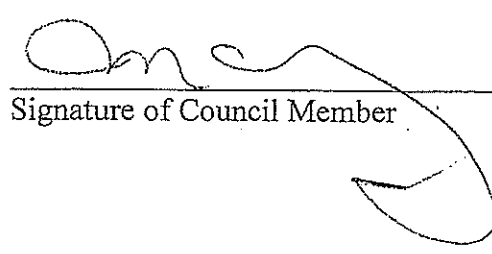
(Section 128)

The Owners, **Strata Plan LMS2371** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **January 25, 2007**.

SEE ATTACHED



Signature of Council Member



Signature of Council Member



THE OWNERS, STRATA PLAN LMS 2371

**3/4 VOTE RESOLUTION TO AMEND THE BYLAWS
OF THE STRATA CORPORATION**

BE IT RESOLVED AS A RESOLUTION PASSED BY A 3/4 VOTE THAT:
The Owners, Strata Plan LMS2371, approve to repeal and replace Section 12 d) of the existing Bylaws of the Strata Corporation as follows:

12. Violation of Bylaws

- d) The Strata Corporation shall have the power to impose fines of up to \$200.00 for breaches of these Bylaws and any and all regulations made by the Strata Corporation or separate section. The amount of the fine shall be determined based upon the severity of the infraction and whether an infraction is promptly remedied. The Strata Corporation may impose a fine on an owner or tenant for a continuing contravention of a Bylaw or Rule every 7 days.

End of resolution

NEW WESTMINSTER, B.C.

Registrar,
Land Title Office,
88 - 6th Street,
New Westminster, B.C. V3L 5B3

Please receive herewith the following document(s) for filing:

FORM I – AMENDMENT TO BYLAWS
FOR THE OWNERS, STRATA PLAN LMS2371



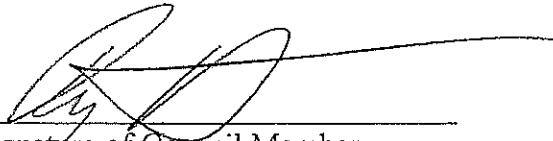
Managing Agent for Strata Plan LMS2371
Bob Adams
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1110 Howe Street
Vancouver BC V6Z 1R2
(604) 684-9940

Strata Property Act
FORM I
AMENDMENT TO BYLAWS


(Section 128)

The Owners, Strata Plan LMS2371 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on January 18, 2006:

“Be it resolved to repeal all existing bylaws of Strata Plan LMS2371 and to adopt the attached Schedule of Bylaws as being the entire bylaws for the strata corporation”



Signature of Council Member



Signature of Council Member



SCHEDULE "A"
BYLAWS
Strata Plan LMS2371
CONFERENCE PLAZA
438 Seymour Street and 515 West Pender Street, Vancouver

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LMS2371 CONFERENCE PLAZA

BYLAWS

1 Payment of Strata Fees

- a) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- b) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- c) The strata council may take action by way of petition in Supreme Court for an Order for Sale of the strata lot for which an owner is in arrears of strata fees or special fees.

2 Separate Sections

- a) The owners of all non-residential strata lots shall form a separate section within the Strata Corporation consisting of all the non-residential strata lots in the Strata Plan, namely, strata lots 1 through 90 inclusive, and bearing the name "section 2 of the owners Strata Plan LMS2371 (The commercial Section)
- b) The owners of all the residential strata lots shall form a separate section within the strata corporation consisting of all the residential strata lots being specifically strata lots 91 through 342 inclusive and bearing the name "section 1 of the owners strata plan lms2371 (The Residential Section).

3 Duties of an Owner

- a) An owner shall
 - i) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing common property, or other assets of the strata corporation, or for the purpose of ensuring that the Bylaws are being observed;
 - ii) for the purposes of maintenance and repair of any element of the common property including the exterior washing of windows, allow access to or through the strata lot, including any limited common property appurtenant thereto;
 - iii) repair and maintain his strata lot, (excluding windows and doors, on the exterior of a building or that front on the common property), and limited common property designated to his strata lot, and keep them in a state of good repair, reasonable wear and tear excepted;
 - iv) Owners shall be responsible for the replacement of strata lot doors and hardware if damage is deemed by the Strata Corporation to be outside normal wear and tear of a type to be approved by the Strata Corporation.
 - v) use and enjoy the common property or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
 - vi) not use his lot or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;
 - vii) notify the strata corporation promptly of any change of ownership in connection with his strata lot; and
 - viii) receive the written permission of the council before undertaking any exterior or structure of the strata lot, or any interior renovations of a substantial nature but permission shall not be unreasonably withheld.
 - ix) an owner must pay strata fees on or before the first day of the month to which the strata fees relate

4 Duties of strata corporation and separate sections.

- a) The strata corporation, to the extent that the function is not specifically delegated pursuant to these bylaws to the separate sections established hereunder (save where by resolution of such separate section of the Strata Corporation has been requested to act), shall
 - i) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Strata Corporation;
 - ii) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
 - iii) maintain and repair, including renewal where reasonably necessary, all common property and maintain and repair the exterior of the buildings, (including windows, doors, balconies and patios attached to the exterior of the building or which front on the common property and including the decorating of the whole of the exterior of the buildings.
- b) Each separate section of the Strata Corporation established pursuant to these Bylaws shall:
 - i) Control, manage and administer the limited common property appurtenant to the separate section, or to the strata lots in the separate section and other assets of the separate section of the Strata Corporation for the benefit of the owners of all strata lots in the separate section;
 - ii) Keep in a state of good and serviceable repair and properly maintain the fixture and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section or appurtenant to strata lots in the separate section, or other assets of the separate section;
 - iii) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section; and the owner of a strata lot shall upon reasonable notice allow access to or through any part of the strata lot for such purpose;
 - iv) Collect and receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a savings institution as permitted by the act ;
 - v) Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the separate section.
 - vi) Any resolutions passed by a separate section shall apply only to the strata lots within that separate section.

5 Council and Section Executives

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

A retiring member of each executive is eligible for re-election.

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

- c) The executive of each separate shall be elected by and from and amongst the owners within that separate section and shall consist of not less than 3 or more than 7 members.

6 Vacancies, quorum, etc.

- a) The strata corporation may, by resolution at a general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- b) Each separate section may, by resolution passed by a majority vote at a general meeting of, such section, remove a member of the section executive before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting of such section.
- c) A vacancy on the council or section executive may be filled by the remaining members of the council section executive, as the case may be.
- d) No person may stand for council or continue to be on council with respect to strata lot if the strata corporation is entitled to register a lien against that strata lot under the act. Any person who is three months in arrears on strata fees shall be deemed to have resigned from council.
- e) A quorum of the council or a section executive is
 - i) 1 of the council consists of one member
 - ii) 2 if the council consists of 2, 3 or 4 members
 - iii) 3 if the council consists of 5 or 6 members, and
 - iv) 4 if the council consists of 7 members

7 Officers and meetings

- a) At the first meeting of each of the council and the executives of each separate section held after each annual general meeting of the strata corporation, the council and the section executives shall elect, from among their members, a president, a vice president, a secretary and a treasurer who shall hold office until the conclusion of the next annual general meeting or until their successors are elected or appointed.
- b) The president shall have a casting vote in addition to his original vote
- c) A person may hold more than one office at a time, other than the offices of president and vice president.
- d) The vice president has the powers and duties of the president
 - i) While the president is absent or is unwilling or unable to act, or
 - ii) For the remainder of the president's term if the president ceases to hold office.
- e) 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.
- f) At meetings of the council and section executives all matters shall be determined by simple majority vote.

8 Council and Section Executive Powers

- a) Each of the council and the section executives may, with respect to their separate powers:
 - i) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;

- ii) employ for and on behalf of the strata corporation or the separate sections, as the case may be agents and employees as it thinks proper for the control, management and administration of the common property or other assets of the strata corporation or separate sections, and the exercise and performance of the powers and duties of the corporation; and
 - iii) subject to any restriction imposed or direction given at a general meeting, and subject to the provisions of the Strata property act delegate to one or more of its members, or to a member of committee or member of the strata corporation or separate sections as the case may be, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.
- b) The Strata Council or each separate section, may authorize single expenditures of up to \$2,500, which are not set out in the annual budget of the strata corporation and approved by the owners at each general meeting;
 - c) The strata council may purchase lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by ¾ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.00 as approved by council.

9 Council and Executive Duties and liabilities.

- a) The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him:
 - i) a copy of any 3/4 or unanimous resolutions passed by the separate section;
 - ii) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
 - iii) minutes of all general meetings of the separate section; and
 - iv) minutes of all meetings of the executive of the separate section.
- b) Members of the council and the executive of the separate sections are not personally liable for an act done in good faith in carrying out his duties as a member of the council or executive.

10 Procedure for General Meetings

- a) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- b) Notwithstanding section 48(3) of the Act, if within fifteen (15) minutes from the time appointed for an annual or general meeting, a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.
- c) If the meeting was convened upon requisition of members and if, within one half hour from the time appointed for that meeting, a quorum is not present, the meeting shall be terminated.
- d) The president of the council shall be the president of all general meetings. In his absence from the meeting or in case he vacates the chair; the vice-president of the council shall act as president. In other cases, the meeting shall appoint a president.
- e) The order of business at general meetings shall be:
 - i) electing the president of the meeting, if necessary;
 - ii) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - iii) determining that there is a quorum and filling the proof of notice of meeting or waiver of notice,

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

11 Voting at meetings

- a) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.
- b) Unless a poll is requested, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- c) A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- d) In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a cast a vote in addition to his original vote.
- e) On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- f) Except in cases where, under the strata Property Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.

12 Violation of Bylaws

- a) An infraction or violation of these Bylaws or any rules established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any costs or expense so incurred by the corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- b) The strata corporation may recover from an owner by an action for debt in the small claims court (British Columbia) a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any rules established under them without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
- c) Any infraction or violation of any bylaws or any rules established by a separate section pursuant to these Bylaws on the part of an owner, his employees, agents, invitee or tenant may be corrected, remedied, or cured by the separate section by the amounts and frequency set out in bylaw 12 d, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner and shall be added to and become part of the assessment of that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the separate section and shall become due and payable on the date of payment of the monthly assessment.

- d) The Strata Corporation shall have the power to impose fines of \$25.00 for a first offence increasing by \$25.00 to a maximum of \$100.00 for each further occurrence for breaches of these Bylaws and any and all regulations made by the Strata Corporation or separate section. The amount of the fine shall be determined based upon the severity of the infraction and whether an infraction is promptly remedied.

The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a by-law or Rule every 7 days

13 Common expenses

- a) The strata lot owner's contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
- b) The Strata Plan consists of three types of strata lots as follows:
- i) Commercial/retail strata lots, being strata lots 1 to 20 inclusive; and
 - ii) Commercial/office strata lots, being strata lots 21 to 90 inclusive; and
 - iii) Residential strata lots, being strata lots 91 to 342 inclusive.
- c) Except as otherwise provided herein, those common expenses attributable exclusively to or reasonably allocable to each of the above types of strata lot in the Strata Plan shall be allocated to that type of strata lot and shall be borne by the owner(s) of each strata lot of that type in proportion to the unit entitlement that such strata lot bears to the aggregate unit entitlement of all the strata lots of that type. Except as otherwise provided herein, those common expenses not attributable to or reasonably allocable to any specific type of strata lot shall be allocated to all strata lots in the Strata Plan and shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in the Strata Plan.
- d) The common expenses of a specific section shall be apportioned as follows:
- i) Except as otherwise provided herein, all common expenses attributable to or reasonably allocable to a specific type of strata lot within a separate section shall be allocated in accordance with these Bylaws;
 - ii) Except as otherwise provided herein, all common expenses of the section not attributable or reasonably allocable to a specific type of strata lot within the section shall be allocated in accordance with these Bylaws;
 - iii) If a strata lot in a section requires a utility or uses more than the normal amount of a utility, other than electricity, not supplied to all strata lots in the section, the cost of the utility shall not be a common expense and if the cost of this utility is not separately metered so as to measure the use thereof by a strata lot, the cost of such utility shall be apportioned and charged to the strata lot requiring the utility or using more than the normal share thereof by the separate section on such reasonable basis as it shall determine;
 - iv) The cost to each owner of a Strata Lot of the electrical power supplied to it if not separately metered for that Strata Lot shall be borne by the owner in the proportion that the unit entitlement of his Strata Lot bears to the aggregate unit entitlement of all Strata Lots in that section or shall be apportioned and charged to each owner of a Strata Lot by the executive of the separate section on such reasonable basis as it shall determine;
 - v) Common expenses attributable exclusively to any one strata lot shall be allocated to such strata lot;
 - vi) If the costs for insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot within a section, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other strata lot owners;

- vii) Unless separately metered for different strata lots, all costs of natural gas supplied to any of the strata lots which have fireplaces powered by natural gas shall be borne by the owners of all strata lots which have this service available to them, which cost shall be borne in proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all such strata lots. If such gas lines are separately metered, each owner whose strata lot is so separately metered shall be responsible for the cost of natural gas supplied to his own strata lot and his strata lot shall be excluded from the calculation of the shared cost of natural gas set out in these Bylaws.
- e) Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended in the area if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- f) At each annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period and, after that, all owners shall pay a monthly assessment in accordance with their unit entitlement.
- g) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with these Bylaws.

14 Notices

- a) Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under this Act or under these Bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot or if left with him or some adult person at that address.
- b) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- c) An owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- d) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

15 Corporate Common Seal

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

16 Prohibitions

- a) An owner shall not
 - i) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
 - ii) make undue noise in or about any strata lot or common property; or
 - iii) keep any animals upon any strata lot or about the common property or limited common property unless the owner of such animal is authorized by the Strata Corporation and any dog brought into a strata lot and the common property by an invitee must be kept on a leash.
 - iv) place any covering over the windows of his strata lot other than drapes or blinds, which must be of a neutral colour and compliment the exterior colour and design of the building in which the

strata lot is situated, and which must be approved of in writing by the executive of the separate section of which the strata lot forms a part, prior to installation.

- v) make any improvements or alterations to the exterior or structure of his strata lot or to the common property, or to add or to alter the wiring, plumbing, piping or other services on his strata lot without first obtaining all necessary permits as required by any governmental authorities having jurisdiction and submitting to the executive of the separate section of which his strata lot forms a part all drawings, specifications and particulars regarding the proposed improvements or alterations together with a written request for their approval to the executive; and no such improvements or alterations shall be undertaken until the owner of the strata lot has received written permission from the executive;
 - vi) alter the appearance of surfaces on the exterior of the building or to the roof-line, including affixing any air-conditioner, appliance, antennae, flag, sign, advertisement, paint, material, finish, or structure of any sort.
- b) The maximum number of adult residents of a strata lot shall be two (2) in a one-bedroom unit and four (4) in a two-bedroom unit.
 - c) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.
 - d) The following shall apply to all strata lots within the Commercial Section:
 - i) Signage affixed to the Commercial strata lots shall be in form of signage approved by the Commercial Section from time to time and shall comply with all local municipal Bylaws, and the Commercial Section shall be responsible for the maintenance of the signs in a first-class condition at all times;
 - ii) An owner shall keep the area directly in front of and behind his strata lot in a tidy state free and clear of all refuse and other materials, including pallets, boxes, crates, metal, wood, paper, machines and heavy equipment;
 - iii) An owner shall not:
 - (1) use his strata lot for any business in the nature of automotive repair or automotive paint or body shops;
 - (2) use his strata lot for any purpose in the nature of meat, poultry or fish processing;
 - (3) use his strata lot for any purpose which may result in the release of noxious odours;
 - (4) use his strata lot for any purpose in connection with a mortuary or crematorium or the handling, disposal or burial of human remains;
 - (5) use his strata lot for any purpose which may result in the release of toxic wastes or other pollutant, except in accordance with all relevant law and regulations
 - (6) use his strata lot for any purpose which constitutes an offensive trade as defined by the *Health Act*, except in accordance with the *Health Act*.
 - (7) use his strata lot for any purpose in connection with the sale, repair and rental of heavy equipment;
 - (8) use his strata lot for any purpose in connection with the sale, repair and rental of trailers, mobile homes, recreational vehicles or pleasure boats;
 - (9) use his strata lot for any purpose in connection with the business of moving, delivery and storage of goods and persons, including taxi offices;

- (10) use his strata lot for any purpose in connection with the operation of welding and machine shops;
- (11) use his strata lot for any purpose in connection with the operation of veterinarian's offices;
- (12) use his strata lot for any purpose in connection with the refining, rendering, distillation or fermentation of fats or oils;
- (13) use his strata lot for any purpose in connection with the manufacture of synthetic fibres or the tanning of leather;
- (14) use his strata lot for any purpose in connection with the storage and sale of fuel;
- (15) use his strata lot for any purpose in connection with the manufacture of metal products;
- (16) use his strata lot for any purpose in connection with the operation of a business that is represented in whole or substantially as a discount business, a pawn business, a mail order business order business, or a surplus or bargain store;
- (17) use his strata lot for any purpose in connection with the operation of a casino;
- (18) use his strata lot for any purpose in connection with the operation of a pet store;
- (19) use his strata lot for any purpose in connection with the operation of a video or amusement arcade;
- (20) use his strata lot for any purpose in connection with the carrying on of a business or occupation which is deemed by the executive of the Commercial Section to likely interfere with the use and enjoyment of other strata lots by their owners, employees or visitors, or to constitute a nuisance or a hazard to any occupier of a strata lot, or to the public;
- (21) use his strata lot for any purpose in connection with the operation of any other business which because of the merchandise sold or likely to be sold or the merchandising or pricing methods used or likely to be used would tend to lower the character or reputation of the commercial development comprised by all of the businesses carried on in the Commercial section, in the opinion of the executive of the Commercial Section.
- (22) An owner, tenant or occupant must not use a commercial strata lot for the purposes of an academy, school, college, training centre, institute or a learning facility or learning establishment of any kind whatsoever.
- (23) An owner, tenant or occupant must not use a commercial strata lot for the purposes of teaching, tutoring, coaching, instructing, educating or hold classes of any type.

17 Strata Lot Renovations

- a) Prior to any strata lot improvements being made, the owner must:
 - i) provide the strata council with detailed architectural plans, sketches or blueprints prepared by qualified architect or engineer and any other architectural plans, documents or permits (that the strata council deems necessary or appropriate to review in its direction) for the strata lot improvements, illustrating these improvements in sufficient detail, and copies of which shall be retained by the vendor and turned over to the strata corporation for its records after registration.
 - ii) pay all fees or expenses charged by the architect or consultant retained by the strata council in reviewing the plans, sketches or blueprints referred to in 17. a) i).
 - iii) obtain all necessary permits as required by any governmental authorities having jurisdiction.
 - iv) obtain the consent of the strata council thereto which consent will not be unreasonably withheld.
 - v) ensure the contractor installing the strata lot improvements maintains comprehensive general liability insurance in the respect of the installation of the strata lot improvements, covering the

owner and the strata corporation, in the amount of at least \$2,000,000 per occurrence, covering personal injury and death, property damage and damage to the strata lot and to the common property, and furnish the strata corporation with the certificate of such insurance.

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

18 Promotion

- a) During the time that the owner developer of the strata corporation is the first owner of any units, he shall have the right to maintain any unit or units, whether owned or leased by him, as a display unit, and to carry on all sales functions he considers necessary in order to enable him to sell the units.

19 Pets

- a) That belong to the strata lot owner or a tenant or occupant:
 - i) A tenant or occupant must get permission from the owner of the strata lot in order to keep a pet within the strata lot.
 - ii) Any owner or tenant or occupant wishing to have a pet reside in a strata lot must apply for a pet license as outlined hereunder prior to having the pet reside in the strata lot.
- b) Acceptable Pets: A resident must not keep any pets on a strata lot other than one of the following:
 - i) a reasonable number of fish in an aquarium not to exceed 30 gallons;
 - ii) two caged birds in a cage not to exceed 2ft. by 2ft by 3ft.;
 - iii) or one cat or one dog not to exceed 75 pounds.
- c) Rules:
 - i) Pets are allowed in the lobby, elevators and hallways leading to their owner's strata lot. They are not allowed in any other common area or on land that is a common asset.

- ii) Pet licenses are not transferable from one pet to another or from one owner to another.
 - iii) Dogs must have a current pet license.
 - iv) Dog owners must have their dog leashed at all times whenever on common property or on land that is a common asset.
 - v) Other pets must be secured when on the common property or on land that is a common asset.
 - vi) Pet noise is enforceable under the existing noise rules and bylaws and the penalties for violating those rules and bylaws are the same.
- d) Applications: - Applications consist of the application form below, signed by the owner and occupant of the strata lot accepting 100% responsibility for their pet and any damage caused by the pet.
- i) Pet owners wishing to keep fish in an aquarium that exceeds 3 gallons, must provide proof of apartment insurance that covers water damage that may be caused should their tank break or leak.
 - ii) For dog and cat applications, a picture of the pet must be included with the application.
 - iii) A nonrefundable administration fee must also accompany the application.
- e) Application Administration Fees:
- i) A non-refundable \$25 administration fee is required for fish or birds.
 - ii) A non-refundable \$75 administration fee is required for a dog or cat.
 - iii) If the application is accepted, the applicant will be given a Pet Care package. This package will include a Conference Plaza pet license and a list of approved cleaning products with tips on how to clean up should their pet have an "accident".
 - iv) If the application is not accepted the application fee will be returned.

20. Pet Application

f) Pet Application:

I _____ am the registered owner of suite _____ and am hereby accepting 100% responsibility for any damage caused by my pet or my tenant's pet.

Signature _____ Date _____

I, _____, am the occupant of suite and am applying for permission to keep a pet in this suite. Pet type: fish _____ birds _____ one dog _____ one cat _____.

- * I will abide by the pet bylaw outlined above.
- * I will ensure that my pet is clean when traveling to and from my strata lot.
- * I will clean up any "accidents" my pet has while in a common area immediately using non-staining non-bleaching cleaning products.
- * I acknowledge that the strata council has the right to revoke my license to keep a pet if I violate the pet bylaw or the above rules. In addition, violations are subject to a \$200.00 fine and costs of repairs for any damages resulting from the violation.

Pet Owner Signature _____ Date _____

Approved by council _____ Date _____

END OF DOCUMENT

STRATA PLAN LMS 2371

THE RESIDENCES AT CONFERENCE PLAZA RULES - RESIDENTIAL SECTION

The Rules and Regulations are to be adhered to at all times and are:

A. GENERAL

1. No strata lot shall be used for any overt commerce or trade, or for any purpose which may be illegal or which is injurious in the opinion of the executive of the Residential Section is injurious to the reputation of the Residences at Conference Plaza.
2. Ordinary household refuse and garbage shall be removed from each lot and deposited in designated garbage chutes located on each floor. Any material that does not fit easily in the garbage chutes must be deposited into containers located in the designated garbage room. Any material other than ordinary household refuse and garbage shall be removed from the Residences at Conference Plaza at the expense of or by the individual owner or tenant.
3. No owner shall do anything or permit anything to be done in the Residences at Conference Plaza that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law.
4. An owner shall not permit any occupant of his strata lot or any guest of his to make undue noise in or about any lot or common property, or to emit an objectionable odour, or do anything which in the opinion of the Executive will interfere unreasonably with any other owner.
5. No instrument or any other device shall be used on a lot which in the opinion of the Executive causes a disturbance or interferes with the comfort of any other owner.
6. No mops, dusters or carpets of any kind shall be shaken and no waste water or refuse including cigar or cigarette butts, matches or ashes shall be disposed out of the windows or doors or from the balcony of a strata lot.
7. No plants, trees, shrubs of any kind are to be planted on the Residences at Conference Plaza common property without written approval from the Executive.
8. Christmas trees must be enclosed in a bag during transport through the interior common property.
9. No keys to any part of the common property shall be duplicated unless the approval of the Executive has been previously obtained in writing. Such approval shall not be unreasonably withheld.
10. No fireworks may be ignited in any strata lot or on the common property.
11. Noise caused by carpentry or similar alterations shall be limited to the hours between 8:00 am and 6:00 pm Monday through Saturday inclusive.

12. An owner of a strata lot shall pay to the Residential Section a move-in fee of \$100.00 or such other amount as may be determined by the Residential Executive prior to or at the time that such owner or his tenant moves into the strata lot. Owners with unpaid move-in fees will be fined \$25.00 after sixty (60) days and \$25.00 per month thereafter until paid.

B. EXTERIOR

1. No owner shall install exterior door locks, latch protectors, striker plates or door sweeps to the exterior of their strata lot door unless in the form approved by Residential Executive.
2. No laundry, bedding, clothing or other articles shall be hung in such a way as to be visible from the outside of the strata lot. Visible balcony or patio storage, with the exception of patio furnishings, is also prohibited.
3. No television antennae or similar structure or appurtenance thereto shall be erected on or fastened to the exterior of any unit except in connection with a common television or cable system as authorized by the Residential Executive.
4. Any owner or tenant shall not, except with the written permission of the Residential Executive, alter in any way the exterior appearance or structure of the strata lot. This includes but is not limited to the painting of the exterior, or the attachments of sun screens or greenhouses.
5. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit or common property without the consent of the Residential Executive.
6. Festive lights and ornaments are only permitted from December 1 to January 31.
7. No owner and/or resident shall install draperies or interior window covers that are visible from the exterior of the Residences at Conference Plaza other than ivory, off-white or a neutral white.
8. No shades, awnings, window or balcony guards, ventilators or supplementary heating or air conditioning devices shall be used or installed in or about the Residences at Conference Plaza except those installations approved in writing by the Residential Executive.
9. No owner and/or resident shall alter the finish or appearance of the fencing, railing, floors, walls or ceiling of the patios or balconies adjoining any strata lot. Anyone wishing to make any alterations to these areas must submit a proposal in writing for consideration by the Residential Executive. If the Residential Executive approves any alterations, such approvals must be in writing.
10. An owner is responsible for the cleaning and maintenance of their strata lot dryer the corporation will clean the dryer vents as required. Any owner not allowing access for the cleaning will be subject to an additional charge.

C. INTERIOR

1. No alterations to the structural walls of any strata lot shall be made, and no plumbing or electrical work within any bearing or party wall, if any, shall be made without prior consent of the Residential Executive.
2. Nothing shall be placed in the hallways or hung from the walls in the common areas without prior written permission of the Residential Executive.
3. There shall be no smoking anywhere within the interior common property.

D. SECURITY

1. No individual shall:

- a) Leave open or unlocked any entrance door, gate or fire exit unless they are in constant supervision of the entrance or exit.
 - b) Allow entrance to any person into the building, garage or amenity areas by enterphone or directly, unless that person is known to them as a current owner or resident, or is an invited guest of the individual allowing such entrance.
 - c) Physically or verbally abuse any other individual on the property.
- 2.
- a) One card per parking stall will be activated by Management for access to the parkade. Access cards for parking garage door activation shall not be left in sight in any parked vehicle. Lost or stolen cards shall be immediately reported to the Operations Manager so that the card can be deactivated.
 - b) Suites are limited to three (3) access cards for a one bedroom and five (5) for a two bedroom.
 - c) Tenants must request access cards through the Owner or Owner's Representative and Owner or Owner's representative will request access cards in writing from the Operations Manager, on behalf of their tenant.
 - d) Access to storage lockers will be made available between the hours of 6:00 am and 11:00 pm daily. Access will be granted to an owner/resident once they contact with Security or Management via pager at 604-601-4679.

E. AUTOMOTIVE

1. Motor vehicles and motorcycles only shall be parked in designated or assigned parking spaces; no motor vehicle or equipment of any kind shall be parked on any common property other than on driveways. All motor vehicles parked upon common property or in assigned parking areas must have current insurance for either operation or storage.
2. Only minor repairs of adjustments to motor vehicles or other mechanical equipment shall be carried out on common property. All equipment and refuse shall be immediately cleaned up by the owner.
3. All vehicles found in an unallocated space shall be removed at the owner's expense.
4. No vehicle shall exceed the speed limit of 10 kmph in the parking garage or the entrance ramp to the garage.
5. The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
6. Vehicles dripping oil or gasoline will be prohibited from parking unit until repaired. Owners of vehicles causing oil stains shall, upon notification by the Residential Executive, clean up all drippings and, on failure to do so after seven (7) days notice, the owner will be assessed a minimum of \$100.00 for the costs of clean up.
7. No vehicles exceeding 4,000 kg G.V.W. shall be parked or brought on to the common property without the consent of the Residential Executive, except when used in delivery to or removal from the Residences at Conference Plaza
8. No parking is permitted except in a designated parking space. Nor shall a vehicle park in a manner, which will reduce the width of the garage roadways, neighbours' parking spaces or walkways.
9. Any vehicle which violates Regulation E. 6. 7. or 8. Will be removed at the owner's expense.
10. Residents washing their vehicles in the parking garage shall ensure that they do not splash other vehicles in the parking garage, and that the area in which they washed their vehicle(s) is left in a clean condition.

11. Outgoing vehicles have the right-of-way at the garage doors.
12. Use of car horns upon entering, leaving or within the parking garage is prohibited.
13. Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.

F. COMMON PROPERTY

1. The sidewalks, hallways and walkways of the common property shall not be obstructed or used for storage.
2. No owner, or occupant of a strata lot or a guest shall do anything on common property likely to damage the plants, bushes, lights, flowers or lawns. Nor shall they place chairs, tables or other objects on the lawn so as to damage or prevent its reasonable growth or to interfere with the cutting of the lawns. The playing of games on the lawns or in the garden area is not permitted.
3. No area of common property shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fencing or gardens.
4. No bikes shall be taken through the hallways or stored on a balcony or patio. They must be stored in the designated areas or the owner will be assessed \$25.00 for the second warning and \$25.00 for any additional warnings.
5. No owner or occupant of a strata lot, or their guests shall occupy or use the roof of the building for any purpose, whatsoever, except in the case of fire or safety related emergency.
6. Owners are responsible to ensure that security integrity is maintained for their strata lot. This includes repairs or replacement of strata lot doors and locks if necessary. In the event that a strata lot is found unsecured, Management will attempt to contact the owner. If this is unsuccessful or the owner refuses to secure their strata lot, Management will secure the strata lot with associated costs forwarded to the owner and levied to their strata lot if necessary.

G. SAFETY

1. Under the Fire Marshall Regulations for the City of Vancouver, there is to be no smoking in the common areas i.e. hallways, stairwells, reading room, laundry room, lobbies, elevators, lounges, exercise room or jacuzzi/pool areas.
2. No one shall be permitted to play in or about the elevators, parking garage or ramp, or to use skateboards or roller-blades on the common property.
3. Residents or visitors shall not loiter in any portion of the common property, including but not limited to, to the hallways, the lobbies and the parking garage.
4. Barbecues are to be confined to balconies or patios that are not enclosed. All barbecues must be electric or propane fuelled only.
5. No coal or combustible or flammable material in excess of five (5) pounds shall be stored in any strata lot.
6. No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the Residences at Conference Plaza.
7. Under the Fire Marshal Regulations for the City of Vancouver, no owner shall store any material or item(s) in front of or on top of their designated storage locker.

H. POOL, JACUZZI, SAUNA & EXERCISE ROOM

1. The pool, jacuzzi, sauna, exercise room are for the use of the residents and their invited guests only. Guests must at all times be accompanied by a resident while the guest is in any of the above mentioned areas. In addition, once an owner leaves any amenity area, they must ensure it has been cleaned up.
2. In the interests of safety and enjoyment, and in compliance with the Provincial Health Act, the following regulations must be adhered to:

No person shall enter the pool, jacuzzi or sauna who:
 - a) is intoxicated
 - b) is obviously ill
 - c) has not had a cleansing shower
 - d) has open wounds or sores
 - e) is wearing a bandage
 - f) has sore or infected eyes
 - g) has discharging ears or nose
 - h) is not wearing clean or proper bathing attire. Street clothing is not permitted
 - i) is under 16 years of age, unless accompanied by an adult resident
3. No person shall enter the exercise room who:
 - a) is intoxicated
 - b) is obviously ill
 - c) has open wounds or sores
 - d) is under 16 years of age, unless accompanied by an adult resident
4. In addition, no one, while in the pool, jacuzzi, sauna, Dalton reading room or exercise room is permitted to:
 - a) eat or smoke
 - b) carry glass or metal containers
 - c) push, run or behave in a boisterous or belligerent manner
 - d) use the facilities other than within the posted hours
5. In compliance with the rules adopted by the Strata Corporation, the following Rules and Regulations also apply to the pool, jacuzzi, sauna, Dalton reading room and exercise room and must be complied with at all times:
 - a) The privacy and enjoyment of others using these facilities must be respected at all times.
 - b) No audible radios or sound producing equipment is permitted.
 - c) Proper athletic shoes shall be worn while using the equipment. Footwear and cover-ups shall be worn when passing from the pool, jacuzzi, sauna or exercise room to another part of the Residences at Conference Plaza.
 - d) All persons leaving the pool, jacuzzi, sauna or recreation area shall dry off before leaving these areas.
 - e) All persons must take a shower just prior to entering the pool, jacuzzi, sauna area.
 - f) No animals are permitted in these facilities.
 - g) All accidents must be reported immediately to the Operations Manager.
 - h) Persons causing or noting damage to the facilities shall immediately report such damage to the Operations Manager.
 - i) No child under the age of six (6) years is permitted in these facilities except accompanied by a resident who is 18 years of age or older.
 - j) All persons using these facilities will not prolong their use beyond a reasonable period of time if others are waiting to use the facilities.
 - k) All persons using equipment shall restore the equipment to its proper location after use.
 - l) The Executive will set hours for the use of the pool, jacuzzi, sauna, social/games/reading room and exercise room from time to time to reflect the will of the majority of the owners.
 - m) Hours of operation are 6:00 am to 1:00 am seven (7) days a week.