

STRATA PLAN LMS 265

CONNAUGHT POINT

BYLAWS

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**STRATA PLAN LMS 265 - CONNAUGHT POINT
BYLAWS**

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LMS 265 – CONNAUGHT POINT - BYLAWS

Preamble

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

The schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c.43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Compliance with bylaws and rules

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

2. Payment of strata fees

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Failure to pay strata fees on the due date in accordance with Bylaw 2.1 will result in an initial fine of \$50.00 for each contravention, and an additional fine of \$50.00 per month for each continuing contravention.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 2.4 Each dishonoured cheque or dishonoured automatic debit will be considered a non-payment and a contravention of Bylaw 2.1 and be subject to fines outlined in Bylaw 2.2 and an additional administration charge of \$25.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

- 2.6 Failure to pay a special levy on the due date in accordance with Bylaw 2.5 will result in an initial fine of \$100.00. An additional fine of \$100.00 will be levied every 14 days for a continuing contravention.

3. Repair and maintenance of property by owner

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. Use of property

- 4.1 A resident 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 that disturbs another resident,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) that will result in any unusual or objectionable noise or odor to emanate from the strata lot, or
 - (f) 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.
- 4.2 A resident 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.
- 4.3 An owner is responsible for any damage caused by occupants, tenants, visitors or pets to the owner's strata lot.
- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's

visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that each expense is not reimbursed from the proceeds received by the operation on any insurance policy. In such circumstances, and for the purposes of Bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than four persons to occupy a strata lot originally designated by the owner developer as a one bedroom and den unit and not allow more than five persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with a resident of the strata lot.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of Bylaw 4.5 may appeal to the council for permission to be exempt from Bylaw 4.5 on the basis of hardship and the council must not unreasonable refuse the appeal.

5. Residential Rental Restrictions

- 5.1 No strata lots may be rented.
- 5.2 If an owner is exempt from a rental restriction bylaw pursuant to the Act, prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 5.3 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 5.4 Where an owner leases a strata lot in contravention of Bylaw 5.1 the owner shall be subject to an initial fine of \$500.00. An additional fine of \$500.00 will be levied every 14 days for a continuing contravention and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the Bylaw. Any legal cost incurred by the strata corporation in enforcing the rental restriction Bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

6. Pets and Animals

6.1 PET RESTRICTIONS – This bylaw is included for convenience only and has not been repealed or amended since the effective date. The original bylaw was filed on June 21, 1993, under no BG213654, Section 6.1(b) was added by amendment file on January 23, 1997 under no. BL024850.

- (a) Each strata lot is limited to the following:
 - (i) one or two cats,
 - (ii) any other pet approved by the council at any given time.
- (b) After January 6, 1997, the total number of dogs that may, at any given time, reside on the premises is four (4) with a maximum of one per strata lot. For the purpose of enforcing this limitation, the following administrative provisions apply:
 - (i) In accordance with Bylaw 6.1(f), any new dog(s) to reside on the premises must have the approval of strata council and be registered in the "Pet Register",
 - (ii) Once limitations, as set forth above, have been reached, no further dogs will be permitted to reside in the building until such time as the number is reduced to a number less than the prescribed limitations,
 - (iii) Should any owner of a strata lot breach this bylaw then the provisions, with respect to levying fines set out in 6.1(m) will be applied.
- (c) A resident shall not keep any four-legged animal, exotic animal, fowl, reptile or other forms of livestock in any strata lot of the strata corporation, except as stated in 6(a) above.
- (d) Residents who have aquariums must be fully insured against damages that may be caused to common property and strata lot.
- (e) In this regulation "pet owner" includes any person who owns, has in his custody or under his control or harbours any pet within Connaught Point.
- (f) Any pet kept by a resident of a strata lot shall be registered with the strata council by providing the council with a written notice, signed by the resident, setting out the name, breed, colour, sex of the pet, with the strata lot number where the pet is kept, the name and telephone number of the pet owner, and the licence number of the pet (when the pet is required to be licensed). Residents who already keep pets shall register the pets with

the council immediately following the adoption and publication of the bylaw by the council. Any pet acquired after the adoption of this bylaw shall be registered forthwith upon being brought upon the strata lot.

- (g) No pet shall be permitted on the common property unless the pet is leashed and under the control and constant supervision of the pet owner or someone authorized by the pet owner.
- (h) No pet shall be permitted to urinate or defecate on the common property. If any pet defecates on the common property, the pet owner shall immediately and completely remove all his pet's waste from the common property and dispose of it in a waste container or by some other sanitary mean.

If any pet defecates or urinates on the balcony or patio, the pet owner shall immediately and completely remove all of his pet's waste and dispose of it in a waste container or by some other sanitary means. Litter boxes must be kept indoors, NOT ON THE BALCONY OR PATIO.

- (i) No pet shall be permitted to damage the common property. The cost of repairing any damage to the common property shall be the liability of the strata lot owner from which the pet originates. Such costs to be in addition to any fine that may levied pursuant to clause 6(m) of this bylaw.
- (j) No visitor's pet shall be allowed on the common property except with the prior authorization of and on terms approved by the council.
- (k) No wild animals or birds shall be fed from any strata lot or from common property.
- (l) If the council receives a complaint about a pet, then the council shall give written notice of the complaint to the pet owner. The pet owner shall have twenty-one (21) days from the date such notice is received by him within which to make written representation to the council in response to the complaint. If, upon due consideration of the complaint and any response thereto, the council resolves that the pet is unsafe or a nuisance, then the council shall give written notice of the resolution, stating the grounds for its decision, to the pet owner and such pet shall be removed from the strata lot within even (7) days after the day on which such notice is delivered to the pet owner.
- (m) If any occupant of the strata lot or guest of an occupant contravenes this bylaw, the council may levy an initial fine of \$100.00 for each contravention, after issuing a written warning detailing the breach of bylaw(s). Pursuant to Bylaw 40, the Strata Corporation may fine an owner every 7 days for a continuing contravention.

- (n) Should any portion of this bylaw be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of these bylaws each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (o) The strata council waives any provision of this bylaw under what it deems to be special circumstances.

7 Inform Strata Corporation

7.1 An owner must notify the strata corporation of:

- (a) within two weeks of becoming an owner, the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
- (b) any mortgage or other dealing in connection with the strata lot within two weeks of a reasonable request by the strata council.

7.2 An owner must inform the strata corporation prior to a renter (if exempted from the no rental bylaw), tenant, or occupant taking occupancy, a resident must inform the strata corporation of the renter, tenant or occupants name and the strata lot which the person(s) occupies.

8 Obtain approval before altering a strata lot

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) the structure of a building,
- (b) the exterior of a building,
- (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building,
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property,
- (e) fences, railings or similar structures that enclose a patio, balcony or yard,
- (f) common property located within the boundaries of a strata lot,

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and,
- (h) wiring, plumbing, piping, heating air conditioning and other services.

8.2

- (a) Due to noise concerns, the installation of hardwood floors, or anything other than wall to wall carpeting in the strata lots is not permitted on the second, third, or fourth floors of the building, (except for the kitchen, hallway, laundry room and bathroom areas).
- (b) Residents of the first floor must apply in writing and obtain permission from council to proceed with said alterations.

8.3 The strata corporation must not unreasonably withhold its approval under Bylaw 8.1 or 8.2 (b) but may require as a condition of its approval that the owner agree in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

8.4 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing detailed plans and written description of the intended alteration. Strata council must respond in a timely manner.

9 Obtain approval before altering common property.

9.1 A resident shall not alter or permit to be altered his strata lot in any manner which will alter the exterior appearance of the building.

9.2 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

9.3. An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and descriptions of the intended alteration,
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and,
- (c) obtain the consent of the owners by written approval of the strata council under Bylaw 9.2.

- 9.4 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its authorized representatives,
 - (b) that the standard of work and materials be not less than that of the existing structures,
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner,
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets,
 - (e) that the owner and any subsequent owner on the title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation and shall become due and payable on the due date of payment of monthly strata fees.
- 9.5 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 9.6 An owner who, subsequent to the passage of Bylaws 9.1 to 9.4 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to

the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common or limited common property. The cost of such alteration shall be added to and become part of the strata fees of the 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.

10 Renovations/alterations

- 10.1 An owner must give the strata corporation two working days' prior notice of the scheduled arrival of trades persons or delivery of materials for major alterations. Trades persons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded trades persons will result in the levy of fines.
- 10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 10.3 An owner of a suite above the ground floor must ensure that the delivery of any construction materials is through the parking garage and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 10.4 A resident must be responsible to ensure:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.
- 10.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 10.6 An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be at the discretion of the council.
- 10.7 An owner performing or contracting with others to perform renovations/alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

- 10.8 An owner in contravention of any of Bylaws 10.1 to 10.7 (inclusive) shall be subject to a fine of \$200.00 for each contraventions, as well as be responsible for any clean up or repair costs.

11 Permit entry to strata lot

- 11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
- (b) with the owner's consent, not to be unreasonably withheld and at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, Bylaws and Rules.

- 11.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

- 11.3 The notice referred to in Bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

12 Storage lockers and bicycle storage

- 12.1 A resident must store bicycles and tricycles only in designated basement bicycle parking areas, the bicycles rack and storage lockers, or in their suites (not on their balcony or patio).
- 12.2 A resident must not store any hazardous or flammable substances in storage lockers.

13 Parking

- 13.1 Residents must register with the strata corporation, the license plate numbers and models of any vehicles they have parked in the LMS 265 garage.
- 13.2 A resident must park only in the parking stall assigned to the resident.

- 13.3 An owner must not sell, lease, or license parking stalls to any person other than a resident of this strata complex (LMS 265).
- 13.4 The parking spaces assigned to the strata corporation of LMS 265 shall also not be sold, rented, or leased, to non-residents.
- 13.5 Any permanent reassignment of a parking stall requires a resolution passed by a $\frac{3}{4}$ vote and compliance with section 74 of the Act.
- 13.6 Any temporary changes to assigned parking spots must be reported to the strata corporation.
- 13.7 Any resident parking or storing a vehicle illegally in a parking space belonging to another resident or to the strata corporation, shall be subject to an initial fine of \$100.00, (and pursuant to Bylaw 40, the Strata Corporation may levy a fine every 7 days for a continuing contravention) after receiving written notification of the violation by the Strata Corporation.
- 13.8 Any vehicle that is illegally parked as per Bylaw 13.7 may be towed by the strata corporation, and all costs associated with such removal will be charged to the resident in violation of the bylaw.
- 13.9 A resident must not store uninsured vehicles on the common, limited common property or on land that is a common asset. Vehicles parked upon common property or assigned parking areas must be currently insured and in operative condition
- 13.10 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 13.11 A resident must not park or store on common property, any vehicle whose size may restrict or cause inconvenience to residents parking vehicles in adjacent parking spots, or restrict the ability of residents to fully open car doors.
- 13.12 Boxes, tires, signs, bicycles or anything other than a motor vehicle are not permitted to be stored in the parking spaces (as per Fire Safety Regulations).
- 13.13 The strata corporation reserves the right to remove any objects that are illegally being stored in the parking spaces as per Bylaw 13.12.
- 13.14 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, or non parking zones in common areas.

- 13.15 Any resident's or visitor's vehicle parked in the violation of Bylaw 13.14, will be subject to removal by a towing company authorized by council, and all cost associated with such removal will be charged to the owner of the strata lot.
- 13.16 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 13.17 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hr.
- 13.18 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 13.19 Vehicles dripping excessive oil or any gasoline will be prohibited from parking in the underground parking area until repaired. Owners of vehicles dripping oil shall, at the council's notification, clean up all drippings, or on failure to do so within seven (7) days of said notice, be assessed the cost of cleanup.
- 13.20 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 13.21 A resident must not store any toxic or flammable chemicals in their vehicles at any time, while parked on common property.

14 Security

- 14.1 No individual shall:
 - (a) leave open or unlocked any entrance door, gate or fire exit unless they are in constant supervision of the entrance/exit,
 - (b) allow entrance to any person into the building, either by enterphone or directly, unless that person is known to them.

15 Safety

- 15.1 Under the Fire Marshall Regulations for the City of Vancouver there is to be no smoking in the common areas, i.e., hallways, stairwells, lobby and elevator.
- 15.2 No children shall be permitted to play in or about the common property, i.e., elevators, lobby, hallways, underground parking or outside walkways.

- 15.3 Barbecues are to be confined to balconies or patios, all barbecues must be electric or gas fuelled only.
- 15.4 No coal or combustible flammable or offensive material shall be stored in any strata lot.
- 15.5 No resident or visitor shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the building or any part thereof.
- 15.6 Nothing is to be placed in the hallways, i.e., mats, shoes, strollers, umbrellas, bicycles, carts.
- 15.7 Gas fireplaces are not to be left on unattended or on overnight.
- 16 **Moving in/out procedures**
- 16.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 16.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 9:00 p.m., Monday through Friday, and 10:00 a.m. to 9:00 p.m. on Saturdays, Sundays and holidays. Furniture and effects shall only be moved into and out of the building by way of the 12th Avenue main entrance.
- 16.3 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- 16.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 16.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 16.6 A move-in fee of \$100.00 shall be levied against an apartment owner for every move into his strata lot, whether by a tenant or by an owner. This applies also to moving from one suite to another in the building.
- 16.7 A resident must pay a refundable damage deposit of \$250.00, whether in or out, 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 16.8 A resident contravening any of Bylaws 16.1 to 16.7 inclusive shall be subject to a fine of \$200.00.

17 Noise Control

- 17.1 An owner or tenant shall not permit any occupant of his or any guest to make undue noise in or about any lot or common property or to do anything which will interfere unreasonably with any other resident.
- 17.2 No instrument or other device shall be used within a strata lot which in the opinion of the council causes a disturbance or interferes with the comfort of other residents.
- 17.3 The use of the garbage disposal, dishwasher, washer or dryer, vacuum cleaners and other loud appliances within a strata lot are restricted to the hours of 7:00 a.m. to 11:00 p.m.

18 Visitors and Children

- 18.1 Residents are responsible for the conduct of visitors.
- 18.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 18.3 Residents are responsible to assume liability for and properly supervise activities of children and visitors.

Appearance of strata lots**19 Cleanliness**

- 19.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to that strata lot owner.
- 19.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 19.3 Ordinary household refuse and garbage shall be removed from each lot and deposited in exterior containers provided by the strata corporation for that purpose at central collection points. Any material other than ordinary household refuse and garbage shall be removed from the strata plan at the expense of or by the individual owner or tenant.

19.4 No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of the windows or doors or balcony of any strata lot.

19.5 No owner, resident or his guests shall leave any shopping carts situated on the common property.

20 Signage

20.1 Real estate signs must not be displayed in a strata lot or on the common property. The strata corporation will display a generic "suite for sale" sign in the front of the building when notified of any suite for sale.

20.2 Subject to Bylaw 20.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

21 Exterior

21.1 A resident must ensure that all windows visible from the outside of the building have blinds or drapes, and that they are cream, white or beige in colour.

21.2 All windows, patio doors and screens must conform to the standard already in place at LMS 265.

21.3 A resident must ensure that no air conditioning units, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

21.4 No laundry or washing shall be hung in such a way as to be visible from the outside of a strata lot. Balconies and patios will not be used for storage of boxes, bicycles and other sporting equipment and shall be kept neat at all times.

21.5 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.

21.6 No television antenna or similar structure or appurtenance thereto shall be erected on or fastened to any unit except in connection with a common television antenna or cable system authorized by the council.

- 21.7 An owner must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- 21.8 No owner, resident or guest of a strata lot shall do anything on common property likely to damage the plants, bushes, lights, flowers or lawns, and shall not place chairs, tables or other objects on the lawn so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns from time to time.
- 21.9 An owner/resident shall not do any act or permit any act to be done, or alter or permit to be altered his strata lot in any manner, which will alter the exterior appearance of the building.

22 General

- 22.1 A resident or visitor must not smoke on common property.
- 22.2 Each strata lot shall be occupied only as a private dwelling and no person shall be allowed to occupy or visit any part of a lot under circumstances where such person is being charged for occupation of for board or otherwise without the approval of the council.
- 22.3 No strata lot shall be used for commercial or professional purposes except for some forms of computer-based self-employment or consulting businesses, that does not involve the on-site employment of non-residents, or have clients meeting regularly on the premises. As well, no strata lot may be used for any purpose which may be illegal or injurious to the reputation of the development.
- 22.4 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 22.5 A resident or visitor must not wear or use inline skates and skate boards ANYWHERE in the building, including a strata lot.
- 22.6 A resident must not permit any person to loiter in the garden areas, on common property or on land that is a common asset.
- 22.7 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 22.8 A resident may post notices on the designated bulletin board by the garage elevator, subject to being removed by the council if deemed inappropriate or posted in excess of one week.
- 22.9 A resident must ensure all entrance doors to strata lots are kept closed.

22.10 No resident shall do anything or permit anything to be done that is contrary to any of the provisions, rules, or ordinances of any statute or municipal bylaw.

22.11 Owners and tenants must be familiar with the Bylaws and Rules of this strata LMS 265.

POWERS AND DUTIES OF STRATA CORPORATION

23 Repair and maintenance of property by strata corporation

23.1 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,
- (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 the building,
 - B the exterior of the building,
 - C patios, 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 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) patios, 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 common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

24 Council size

- 24.1 The council must have a least 3 and not more than 7 members.

25 Council eligibility

- 25.1 An owner or the spouse of an owner may stand for council, but not both.
- 25.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 25.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, or remedying a contravention of the bylaws or rules.
- 25.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, or remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

26 Council members' terms

- 26.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 26.2 A person whose term as council member is ending is eligible for re-election.

27 Removing council member

- 27.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 27.1,

a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

- 27.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 27.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 27.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation even if the absence of the members being replaced leaves the council without a quorum.

28 Replacing council member

- 28.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 28.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 28.3 The council may appoint a council member under Bylaw 28.2 even if the absence of the member being replaced leaves the council with a quorum.
- 28.4 If all the members of the council resign or are unwilling or unable to act, persons holding a least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

29 Officers

- 29.1 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 chair, and vice chair, a secretary and a treasurer.
- 29.2 A person may hold more than one office at a time, other than the offices of the chair and vice chair.

29.3 The vice chair has the powers and duties of the chair:

- (a) while the chair is absent or is unwilling or unable to act,
- (b) if the chair is removed, or
- (c) for the remainder of the chair's term if the chair ceases to hold office.

29.4 The strata council may vote to remove an officer.

29.5 If an officer other than the chair is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

30 Calling council meetings

30.1 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.

30.2 The notice in Bylaw 30.1 does not have to be in writing.

30.3 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.

31 Requisition of council hearing

31.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

31.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under Bylaw 31.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

31.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

32 Quorum of council**32.1 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.

32.2 Council members must be present in person at the council meeting to be counted in establishing quorum.**33 Council meetings****33.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.****33.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.****33.3 If a council meeting is held by electronic means, council members are deemed to be present in person.****33.4 Owners and spouses of owners may attend council meeting as observers.****33.5 Despite Bylaw 33.4 no observers may attend those portions of council meetings that deal with any of the following:**

- (a) bylaw contravention hearing under section 135 of the Act,
- (b) rental restriction bylaw exemption hearing 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.

34 Voting at council meetings**34.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.****34.2 If there is a tie vote at a council meeting, the chair may break the tie by casting a second, deciding vote.**

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

35 Council to inform owners of minutes

35.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

36 Delegation of council's powers and duties

36.1 Subject to Bylaws 36.2, 36.3 and 36.4, 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.

36.2 The council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with Bylaw 36.1.

36.3 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.

36.4 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exception from a rental restriction bylaw under section 144 of the Act.

37 Spending restrictions

- 37.1 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.

38 Limitation on liability of council member

- 38.1 A council member who acts honestly and in good faith is not personally liable because anything done or omitted in the exercise or intended exercise of any power or the performance of any duty of the council.
- 38.2 Bylaw 38.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 38.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duty continued in office.

39 Fines

- 39.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine a resident:
- (a) \$100.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 39.2 Pursuant to Bylaw 40 the Strata Corporation may levy a fine every 7 days if the Contravention continues without interruption. If the contravention occurs over and over again (i.e. is not uninterrupted), the Strata Corporation may fine for each contravention.
- 39.3 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

40 Continuing contravention

- 40.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption for longer than 7 days, a fine may be imposed every 7 days.

Annual and Special General Meetings

41 Person to chair meeting

- 41.1 Annual and special general meetings must be facilitated by the chair of the council.
- 41.2 The chair of the council shall be the chair of all general meetings. In his/her absence from the meeting or in case he/she vacates the chair, the vice chair of the council shall act as chair. In other cases, the meeting shall appoint a chair.
- 41.3 If the chair of the council is unwilling or unable to act, the meeting must be chaired by the vice chair of the council.
- 41.4 If neither the chair nor the vice chair 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, eligible to vote, who are present at the meeting.

42 Participation by other than eligible voters

- 42.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 42.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- 42.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

43 Voting

- 43.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 43.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 43.3 At an annual or special general meeting, voting cards must be issued to eligible voters
- 43.4 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.

- 43.5 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.
- 43.6 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.
- 43.7 If there is a tie vote at an annual or special general meeting, the chair, or, if the chair is absent or unable or unwilling to vote, the vice chair, may break the tie by casting a second, deciding vote.
- 43.8 Despite anything in Bylaws 43.1 to 43.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 44 Electronic attendance at meetings**
- 44.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 44.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 45 Order of business**
- 45.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards,
 - (b)
 - (i) One third of persons entitled to vote present in person or by proxy constitutes a quorum,
 - (ii) Notwithstanding Section 48 of the Act, if within ½ hour from the time appointed for an Annual or Special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, but in any other case, the eligible voters present in person or by proxy shall constitute 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.

46 Voluntary dispute resolution

46.1 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.

46.2 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.

46.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

47 Authorization to proceed

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

48 Insuring against major perils

- 48.1 The strata corporation must insure against major perils, as set out in regulation 9.2(2), including, without limitation, earthquakes.

* Bylaw 2.7 & 43.2 – deleted effective June 26, 2002

* Bylaws 2.2, 2.4, 2.6, 5.4, 13.11, 16.2, 21.1, 22.3, 22.6 & 22.9 – deleted and replaced June 26, 2002

* Bylaws 11.1 (b) (ii) & 13.21 – added June 26, 2002

* Bylaw 45.1 (b) – amended June 11, 2003

RULES AND REGULATIONS:

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

(a) General

- (1) each lot shall be occupied only as a single-family residence and no person shall be allowed to occupy or visit any part of a lot under circumstances where such person is being charged for occupation or for board or otherwise without the approval of the Council,
- (2) no lot shall be used for commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the development,
- (3) ordinary household refuse and garbage shall be removed from each lot and deposited in exterior containers provided by the Strata Corporation for that purpose at central collection points. Any materials other than ordinary household refuse and garbage shall be removed from the Strata Plan property at the expense of or by the individual owner or tenant,
- (4) no resident shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw,
- (5) owners and tenants should be familiar with the Rules & Regulations and Bylaws of Connaught Point,
- (6) an owner or tenant shall not permit any occupant of his lot or any guest to make undue noise in or about any lot or common property or to do anything which will interfere unreasonably with any other resident,
- (7) no instrument or other device shall be used within a lot which in the opinion of the Council causes a disturbance or interferes with the comfort of other residents,
- (8) the use of a garburator, dishwasher, washer or dryer, vacuum cleaners and other loud appliances within a strata lot are restricted to the hours of 7:00 a.m. to 11:00 p.m.,
- (9) pets shall not be permitted in the elevator unless carried by a responsible person,
- (10) no mops or dusters of any kind shall be shaken and no refuse shall be thrown out of the windows or doors or from the balcony of a Strata Lot,
- (11) no owner, occupier or his guests shall leave any shopping cart situated on the common property.

(b) Exterior

- (1) no laundry or washing shall be hung in such a way as to be visible from the outside of a Strata lot. Balconies and patios will not be used for storage of boxes, bicycles, and other sporting equipment and shall be kept neat at all times,
- (2) the placing of items on the patios or balconies shall be limited to free standing self contained planter boxes, summer furniture and accessories and indoor/outdoor carpeting,

- (3) no television antenna or similar structure or appurtenance thereto shall be erected on or fastened to any unit except in connection with a common television antenna or cable system as authorized by the Council,
- (4) an owner/tenant shall not do any act or permit any to be done, or alter or permit to be altered his Strata lot in any manner, which will alter the exterior appearance of the buildings,
- (5)
 - (i) no owner/resident shall hang or otherwise attach any material or substance which does not display the colour white, cream or beige towards the exterior glass of the building,
 - (ii) no signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit without the written consent of the Council,
 - (iii) all window, patio doors and screens must conform to the standard already in place at LMS 265.
- (c) Interior
 - (1) no structural alteration to the interior of any lot shall be made, and no plumbing or electrical work within any bearing or party wall, if any, shall be made without prior written consent of the Council.
- (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 that entrance/exit,
 - (b) allow entrance to any person into the building, either by enterphone or directly, unless that person is known to them.
- (e) Automotive
 - (1) private automobiles only shall be parked in designated or assigned parking spaces only, no motor vehicle, or equipment of any kind shall be parked on any common property; no motor vehicle shall be driven on any part of the common property other than on driveways, all private passenger automobiles parked upon common property or assigned parking areas must be currently insured and in operative condition,
 - (2) no repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property,
 - (3) the parking spaces assigned to a strata lot shall not be rented or leased to non-residents without the prior written consent of Council,
 - (4) vehicles dripping excessive oil or any gasoline will be prohibited from parking in the underground parking area until repaired. Owners of vehicles dripping oil shall, at the Council's notification, clean up all drippings, or on failure to do so within seven (7) days of said notice, be assessed the cost of cleanup,

- (5) the parking spaces assigned to a strata lot are for the parking of motor vehicles only. Boxes, tires, signs, bicycles or anything other than a motor vehicle are not permitted to be stored in the parking spaces.
- (f) Common Property
 - (1) the sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the lots and parking areas within the common property,
 - (2) no owner, occupant of a Strata lot or guest shall do anything on common property likely to damage the plants, bushes, lights, flowers or lawns, and shall not place chairs, tables or other objects on the lawn so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns from time to time,
 - (3) no part 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) owners and tenants are responsible for any damage they shall cause to common property and all costs associated with repairs or replacement.
- (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, lobby, and elevator,
 - (2) no children shall be permitted to play in or about the common property, i.e. elevators, lobby, hallways, underground parking or outside walkways,
 - (3) barbecues are to be confined to balconies or patios, all barbecues must be electric or gas fuelled only,
 - (4) no coal or combustible flammable or offensive material shall be stored in any Strata lot,
 - (5) 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 buildings or any part thereof,
 - (6) nothing is to be placed in the hallways, i.e. mats, shoes, strollers, umbrellas, bicycles, carts.

MOVING IN AND OUT:

- 141. (a) the movement in and out of the building of household furniture and other effects shall not commence before 8:00 a.m. and must be completed before 9:00 p.m.,
- (b) the above mentioned furniture and effects shall only be moved into and out of the building by way of the 12th Avenue main entrance,
- (c) all moving in out dates must be arranged in advance with the management company for preparation of the elevators,
- (d) failure to comply with this bylaw will result in a minimum fine of \$100.00.



**The
Wynford
Group**

Balsam Place, 202 - 5704 Balsam Street, Vancouver, B.C., Canada V6M 4B9 ☐ (604) 261-0285 ☐ FAX (604) 261-9279
PROPERTY MANAGEMENT SERVICES

STRATA PLAN LMS 265 – CONNAUGHT POINT

NOTICE TO NEW RESIDENTS

PET RESTRICTION

This is to advise that the above captioned strata plan has a pet policy in place at the development, please consult the Bylaws for specific details.

RENTAL RESTRICTION

This is to advise that the above captioned strata plan has a registered Bylaw not allowing any rentals within the development, please consult the Bylaws for specific details.

MOVE IN / OUT

A move in fee of \$100.00 is payable to the Strata Corporation for every move into a strata lot, whether by a tenant or by an owner. This applies also to moving from one unit to another in the building. A resident must provide to the strata corporation of all moving arrangements at least 48 hours before the moving date.

Please consult the Bylaws for specific details.

Please ensure that your clients are aware of these restrictions.

THE WYNFORD GROUP
Managing Agents for
LMS 265, Connaught Point

Date: January 11, 2002

(new-res.265)

CONDOMINIUM ACT
(Section 31)

RENTAL DISCLOSURE STATEMENT

1. The Strata Plan in respect of which this Statement is made is described as:

Proposed Strata Plan of:
Strata Lots 1 to 46 inclusive
Lot D
Block 403
District Lot 526
New Westminster District
Plan 23010

2. The residential Strata Lots described below are under lease as of the date of this Statement and the owner-developer intends to lease each Strata Lot until the date set out opposite its description.

<u>Description of Strata Lot</u>	<u>Date Lease Period Ends</u>
Nil	NIL

3. The owner-developer reserves the right to itself and/or subsequent owners to lease any and all of the Strata Lots for an indefinite period.

4. There is presently no by-law of the Strata Corporation which limits the number of Strata Lots that may be leased by the owners.

DATED this 24TH day of JAN, 1992.

INTERNATIONAL CARE CORPORATION

Per:

Director