GAMMON INTERNATIONAL
REAL ESTATE CORPORATION

## Queen's Plaza - Bylaws

**Please attach this page to your current bylaws**

Dear Owners:

Please note the following bylaw, which was passed at the Annual General Meeting, held November 18th, 2002.

**Quorum**

**34.** If within 1/2 hour after the time fixed for holding a general meeting a quorum is not present, the owners entitled to vote present in person or by proxy constitute a quorum.

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# STRATA CORPORATION LMS 2960, QUEEN'S PLAZA
# BYLAWS

**BE IT RESOLVED as a Special Resolution of the Owners, Strata Plan LMS 2960, to change the Bylaws as follows:**

These bylaws have been adopted by the Owners, Strata Plan LMS 2960 with the intent to protect equally, the rights of the Owners, both individually and as a group. For this reason the following bylaws and rules shall be complied with:

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

**Payment of strata fees**

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

**Repair and maintenance of property by owner**

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

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

(3) An owner must inform the Strata Council in the event of emergency malfunctions such as leaking roofs and broken windows. Failure to give the alarm in the case of an emergency that affects the interests of the Strata Corporation and its Owners shall be deemed neglect if it contributes to damage.

**Use of property**

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

(a) causes a nuisance or hazard to another person or any occupier of a lot, whether an owner or not, or his or her family.
(b) makes or permits any sound to be made in or about any strata lot, limited common property or common property which in the opinion of the council is a nuisance or unreasonably interferes with the use and enjoyment of a strata lot or the common property by any other owner.
(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 do anything or permit anything to be done that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether federal, provincial, municipal or otherwise.
(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication or by the strata plan.

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

(3) (a) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
(b) An owner shall not keep any animals or birds on any strata lot, or the limited common property other than one dog of reasonable size, one cat, caged birds, or any other pet approved by the council; provided that if the council, on reasonable grounds, considers an otherwise permitted animal or bird to be a nuisance, such animals or bird shall not be kept on any strata lot or the common property after fifteen (15) days' notice in writing to that effect is given to the owner of the strata lot where it is kept.
(c) An owner shall not permit or allow any animal to defecate on common property or to run unleashed thereon.

(d) An owner shall not lease his or her strata lot to lessees with pets in contravention of these by-laws.
(e) An owner shall not allow any guest or invitee to bring any animal on the common property in contravention of these bylaws.
(f) Those owners who have pets must register them with the strata council within thirty (30) days after these by-laws are in effect.
(g) No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.
(h) In the event of a female pet giving birth, the unit owner shall have eight (8) weeks, from the birth thereof, to arrange other accommodation for the excess pets. All cats shall be neutered or spayed as soon as medically advisable.

(4) An owner shall not permit his residential strata lot to be used for any purpose other than a single-family residential dwelling. Each commercial strata lot shall be occupied only by businesses licensed by the City of Vancouver.

(5) An owner shall not do anything or permit anything to be done on his strata lot, limited common property or common property which will or may tend to increase the risk of fire or the rate of fire insurance premiums or any other insurance premiums with respect thereto.

(6) 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 or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or her guests, servants, agents, or tenant, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.

(7) An owner shall comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules adopted from time to time.

(8) An owner shall not permit any member of his or her household, guest or invitees to trespass on any property to which another owner is entitled to exclusive occupation or use.

(9) Barbecues and hibachis, or other forms of open outdoor cooking shall not be permitted. Closed gas barbecues are permitted and must be stored outside.

(10) Nothing shall be thrown out or permitted to fall out of any window, door, balcony, or other part of the strata lot or common property.

(11) An owner shall not allow the area of and around his strata lot, limited common property or common property to become untidy or unsanitary; the council shall be at liberty to remove any rubbish or cleanup the common property in close proximity to an owner's strata lot or limited common property to it's satisfaction and charge the expense to the owner.

(12) Waterbeds shall not be permitted save and except where the owner satisfies the strata council that adequate insurance coverage is in place. The owner shall keep and maintain the waterbed in a good state of repair and any damage to the common property or other strata lots directly or indirectly arising from the waterbed shall be deemed to be in violation of this bylaw by the subject owner.

(13) An owner shall not hang or permit to be hung laundry or washing on the limited common property or common property in any manner, or in or about his strata lot in a manner which would permit the same to be visible from the outside of the strata lot.

(14) An owner shall not erect or hang any window covering or drape on the inside of any window or door of a residential strata lot, the limited common property or common property, the outside face of which is not coloured either neutral or beige, and shall not erect or hang over or outside any window or door of a strata lot or on the limited common property or common property, awnings, shades, or screens without prior written approval of the council. This subsection does not apply to the lots in the commercial area.

(15) An owner shall not erect or allow to be erected any antenna or similar structure or appurtenance thereto on or fastened to any strata lot, limited common property or common property except in connection with a common cable system as authorized by the council.

(16) An owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the limited common property or the common property or in or about any residential strata lot in any manner which may make the same visible from the outside of the residential strata lot without the written approval of the council. This subsection does not apply to the lots in the commercial area. (from 2.10)

(17) Owners shall carry a minimum of $500,000.00 liability insurance and shall provide evidence of same at council's request.

(18) An owner shall not sell or rent a strata lot to any person who is a minor in the eyes of the current law.

(19) An owner shall not smoke in any interior area of the common property.

(20) An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of the strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the strata lot.

(21) An owner shall not leave or permit to be left any toy, bicycle, or other object or material of any nature on any roadway, walkway, or any other portion of the common property.

(22) An owner shall not do or permit to be done anything that may cause damage or prevent growth to trees, plants, bushes, flowers and grass in the common property or interfere with the maintenance of the common property generally.

(23) (a)An owner shall not park vehicles on the common property except private passenger motor vehicles and bicycles. Without limiting the generality of the foregoing, prohibited vehicles include buses, derelict motor vehicles, motorhomes, uninsured vehicles and any vehicle that is commercially licensed or that displays signs or lettering identifying business use thereof; provided however, that motorhomes, commercial vehicles shall be permitted temporarily on the common property for the purpose of loading, unloading, delivery, removal or to provide a service, but such vehicles shall not obstruct the safe operation of another vehicle or park overnight on the common property.

(b) No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes with or infringes on other parking stalls.

(c) An owner may rent the parking stall constituting part of his strata lot provided that the stall is rented to existing residents of the building. Non-residents are not allowed to rent parking stalls.

(d) An owner shall not park an unlicensed motor vehicle anywhere on the Strata Plan without the prior written consent of the Strata Council. Such consent may be given only if Stored Vehicle Insurance is written for the vehicle with liability coverage of no less than $1,000,000.00. Notwithstanding the foregoing, the Strata Council may on 30 days notice require the removal of any unlicensed motor vehicle from the Strata Plan.

(e) Motor tune-ups, mechanical repairs causing messy or hazardous conditions or other excessive engine running are prohibited.

(f) Any owner parking an automobile in the underground parking garage or on any part of the common property of Strata Plan LMS 2960 shall ensure that such automobile does not drop or spill oil, gas or other automobile grease. Where such dropping or spillage occurs, the owner of the automobile shall forthwith take steps to clean and remove the grease, oil or gas. The Strata Corporation shall give due notice and have the authority to take necessary action where an owner fails to meet the requirements of this bylaw and the cost incurred by the Strata Corporation shall be added to the owner's account. Further, the Strata Corporation shall have the authority to levy a fine of $15.00 on the owner's account as a penalty for non-compliance of this bylaw.

(g) Parking areas may not be used for storage of other than a motor vehicle, except with written permission of strata council, such permission not to be unreasonably withheld.

(h) No vehicle, boat or equipment attached thereto that, in the opinion of the strata council constitutes a hazard, shall be permitted in the parking areas.

**Inform strata corporation**

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

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

(3) An owner shall notify the Strata Corporation promptly on any change of tenancy or of any mortgage or other dealing in connection with his strata lot.

**Obtain approval before altering a strata lot**

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
(a) the structure of the building;
(b) the exterior of a building;
(c) chimney, 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 of 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.
(i) interior alterations to wiring, plumbing, piping or other services providing they comply with all building codes and do not affect any other strata lot.
(j) All necessary municipal permits for the foregoing alterations must be obtained prior to any alterations,
(k) with copies provided to the strata council.

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

(3) This section does not apply to a strata lot in a bare land strata plan.

(4) Any alteration made without such approval may be restored or removed by the council or its authorized representatives at the expense of the owner.

**Obtain approval before altering common property**

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

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

(3) An owner shall not undertake any alteration in any common property or limited common property without performing the following:
a) Obtaining development and building permits from the appropriate government regulatory authorities;
b) Providing copies of all permits obtained to the strata council;
c) Obtaining the consent of the owners by way of a special resolution;
d) Assure that all contractors engaged provide certificates of substantial Contractors Liability (minimum $1,000,000).
e) An owner undertaking any alterations to common property or limited common property shall agree to enter into a written undertaking with the strata corporation, subject to ratification of the owners by special resolution, which shall include the following terms:
i) All alterations done will be in accordance with the design approved by the strata council or its duly authorized representative(s).
ii) The standard of quality of the work and materials of the alterations shall in no event be less than that of the existing structures.

iii) All work done and materials provided for the alteration will be at the sole expense of the strata lot owner requesting approval of the alteration.

iv) The owner and each subsequent owner of the strata lot receiving the benefit of the alterations shall be responsible for all present and future maintenance, repair and replacement, increase in insurance, and any damage suffered or cost incurred by the strata corporation in excess of any proceeds received and paid to the strata corporation from an insurance policy as a result, directly or indirectly, of the alteration.

(4) An owner who alters common property or limited common property, and any owner subsequent on title who receives the benefit of such alteration, shall indemnify and save harmless the strata corporation, its council members, employees and agents from any and all claims 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 claims or demands shall be the owner who has benefited from the alterations and the said costs and expenses incurred shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date upon which the costs or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.

(5) An owner who, subsequent to the passage of this bylaw, alters common property or limited common property without adhering strictly to these bylaws, shall restore the common property or limited common property, whichever the case might be, to which condition prior to the alteration at the sole expense of that owner. If the owner refuses or neglects to restore the altered property to its original condition, then the strata corporation shall conduct the restoration at the expense of the owner who has altered the property. The cost of such restoration shall be added to and become a part of the assessment of that owner for the month next following upon the date on which the cost was incurred, and shall become due and payable on the date of payment of the monthly assessment.

(6) Any costs due to the strata corporation pursuant to sections (4) and (5) of this bylaw shall, for the purposes of Section 115 of the Strata Property Act be considered common expenses and subject to a Form F certificate.

**Permit entry to strata lot**

7. (1) An owner shall permit the strata corporation and its agents, at all reasonable times on 24 hours' written notice, except in case of emergency, when no notice is required, to enter the owner's strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires cables and ducts existing in the strata lot and capable of being used in connection with the enjoyment of any other strata or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or insure under section 149 of the Act or for the purpose of ensuring that the bylaws are being observed.

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

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

8 **Repair and maintenance of property by strata corporation**

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

(a) Common assets of the strata corporation;
(b) Common property that has not been designated as limited common property;
(c) Limited common property, but the duty to repair and maintain it is restricted to
    (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

        (A) the structure of a building;
        (B) the exterior of a building;
        (C) chimneys, stairs, balconies, and other things attached to the exterior of a building;

(D) doors, windows, and skylights on the exterior of a building or that front on the common property
(E) fences, railings, and similar structures that enclose patios, balconies, and yards;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain is restricted to

(i) the structure of a building;
(ii) the exterior of a building;
(iii) himneys, stairs, balconies, and other things attached to the exterior of a building;
(iv) doors, windows, and skylights on the exterior of a building or that front on the common property
(v) fences, railings, and similar structures that enclose patios, balconies, and yards;

**Division 3 - Council**

**Council size**

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

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

**Council members' term**

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

(2) A person whose term as council member is ending is eligible for re-election.

**Removing council member**

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

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

**Replacing council member**

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

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

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

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

**Officers**

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

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

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

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

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**Calling council meetings**

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

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

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

(a) all council members consent in advance of the meeting, or;
(b) the meeting is required to deal with an emergency situation, and all council members either
(i) consent in advance of the meeting, or
(ii) are unavailable to provide consent after reasonable attempts to contact them.

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

**Requisition of council hearing**

15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(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 hearing.

**Quorum of council**

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,
(b) 2, if the councils consists of 2, 3 or 4 members
(c) 3, if the council consists of 5 or 6 members
(d) 4, if the council consists of 7 members

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

**Council meetings**

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

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

(3) Owners may attend council meetings as observers.

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

(a) bylaw contravention hearings under section 135 of the Act;
(b) Rental restrictions bylaw exemption hearings under section 144 of the Act;
(c) Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**Voting at council meeting**

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

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

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

**Council to inform owners of minutes**

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

**Delegation of councils powers and duties**

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

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

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
(b) delegates the general authority to make expenditures in accordance with subsection (3).

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

(a) set a maximum amount that may be spent, and
(b) indicate the purposes for which, or the conditions under which the money may be spent.

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

(a) whether a person has contravened a bylaw or rule,
(b) whether a person should be fined, the amount of the fine, or
(c) whether a person should be denied access to a recreational facility

**Spending restrictions**

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

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

**Limitation on liability of council member**

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

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

## Division 4 - Enforcement of Bylaws and Rules

**Maximum fine**

23. (1) Pursuant to Section 132 of the Strata Property Act, any owner or resident found in continued violation of the bylaws, will be subject to a $50.00 fine for the first offence, a $100.00 fine for the second offence or occurrence, and a $200.00 fine for the third and each subsequent offence or occurrence. Any owner or resident found in continued violation of any rules, will be subject to a $25.00 fine for the first offence, a $50.00 fine for the second offence and each subsequent offence or occurrence. In the event that these fines remain unpaid for a period of 90 days after they have been assessed, a lien (by way of Certificate of Default in payment) may, at the discretion of the strata council, be filed upon the title to the owner's strata lot.

(2) Monthly strata fees not received by the first of the month to which they relate will be subject to the following cumulative prescribed penalties:

a) $10.00 penalty after the first 15 days
b) $25.00 penalty per month after 30 days
c) $75.00 penalty per month after 90 days, and

in the case of an owner whose strata fees are not paid for period of 90 days, a lien (by way of Certificate of Default in Payment) will be filed at the discretion of the strata council upon the title to the owner's strata lot.

**Common Expenses**

31. (1) If a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property must 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.

(2) If the cost of insurance or services or repairs as a result of an act or omission by the owner for the strata corporation is increased by reason of the activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owner of that strata lot and shall be excluded from the amount chargeable to all other owners.

(3) In such circumstances and for the purposes of this bylaw, 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's insurance coverage and shall be charged to the owner, be added to and become part of the assessment of that owner for the month next following the date on which expense was incurred, become due and payable on the date of payment of the monthly assessment and be subject to the usual late payment fines if unpaid.

(4) The fiscal year end for the strata corporation shall be September 30. At the end of each fiscal year, at the discretion of Council, the strata corporation may have its books audited by an independent auditor. Copies of the audit will be given to any owner upon request.

(5) All cheques drawn on any account of the strata corporation shall be signed by at least two of any of the three signing officer members of the strata council and all cheques or other negotiable instruments for the credit of any account shall be endorsed by at least two of any of the three signing officer members of the strata council, save and except where another person or corporation has been expressly authorized to do so by the strata council.

(6) If at any time it appears to the strata council that the approved operating budget for common expenses will be inadequate to meet the common expenses or other special expenses of the strata corporation, the strata council shall convene an extraordinary general meeting to approve a special assessment upon the owners.

**Severability**

32. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw shall not affect the validity of the remaining bylaws or part of the bylaws; which shall continue in full force and effect as if such invalid portion had never been included herein.

**Moving charge**

33. A one time moving charge of $50.00, payable at the time of the move in is to be levied against the strata lot owner.

**Quorum**

34. If within 1/2 hour after the time fixed for holding a general meeting a quorum is not present, the owners entitled to vote present in person or by proxy constitute a quorum.