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PA074271

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 851 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on March 7, 2006.

BE IT RESOLVED THAT The Owners, Strata Plan LMS 851, hereby approve replacement of the wording of Section 149 of the Bylaws "Renting and Renting Restrictions" for LMS 851 with the following wording:

149 Renting and Renting Restrictions

1. The number of strata lots within the strata corporation that may be leased at any one time is limited to 10% (22 Units).
2. An owner wishing to lease a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement.
3. If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 1, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
4. If the limit stated in bylaw 1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.

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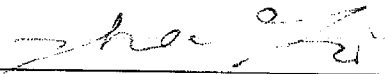
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 851 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on January 29, 2003.

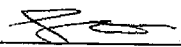
BE IT RESOLVED THAT: The Owners, Strata Plan LMS 851, hereby approve replacement of the wording of Bylaw 141 "Damage to Property" with the following wording:

141 **Damage to Property**

1. 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.
2. An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
3. 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 such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.



Signature of Council Member



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

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

**REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC**

F605.28 2003

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

FORM I AMENDMENT TO BYLAWS STRATA PLAN WLS 851

HOWEVER FEES OF: \$ 20.00

Bah... AGENT
Signature

% BAYSIDE PROPERTIES
100-6400 ROBERTS ST.
SPALDING PLAZA, BURNABY, B.C.
V5G 4C9

DYE & DURHAM

CLIENT # 11061

ATTN. JBANNIE
PHONE # 604-432-7774

99 APR -8 14 39

BN085247

REGISTRAR
LAND TITLE OFFICE
88 - 6TH STREET
NEW WESTMINSTER, B.C.
V3L 5B3

LAND TITLE OFFICE
NEW WESTMINSTER/VANCOUVER

11 99/04/08 14:34:25 02 NW 135872
BCC FILE 420.00

April 7, 1999

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D.F.

PLEASE RECEIVE HERewith THE FOLLOWING DOCUMENT(S) FOR FILING:

File Bylaws

SURVEY DEPT.

P. Seale
(Signature)

CROSBY PROPERTY MANAGEMENT
600 - 777 HORNBY STREET
VANCOUVER, B.C.
V6Z 1S4

ATTENTION:

PHONE: 683-8900



AGENTIS INFORMATION SERVICES INC.

FORM 9
NOTIFICATION OF CHANGE OF BYLAWS
(Section 26, Section 28(2))

The Owners, Strata Plan No. LMS 851 (a strata corporation) hereby certifies that by special resolution duly passed on the 3rd day of February, 1999, the bylaws of the First or Second Schedule (as the case may be) to the Act, as they applied to the said strata corporation, were added to, amended or repealed as follows:

The Common Seal of the Owners, Strata Plan No. LMS 851 was hereunto affixed this 3rd day of February, 1999 in the presence of:

C/S


HENRY JUNG

Members of The Council

**STRATA PLAN LMS 851
LEXINGTON/MADISON
BYLAWS**

Amendments:

- Registration No. BJ59186 - February 1995
- Registration No. BH373940 - October 1994
- Registration No. BG164917 - May 1993

STRATA PLAN LMS 851
The LEXINGTON & The MADISON
BYLAWS

115 DUTIES OF OWNER

An owner shall:

1. Permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the bylaws are being observed;
2. Promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot;
3. Repair and maintain his strata lot, including windows and doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
4. Use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
5. Not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;
6. Notify the Strata Corporation promptly of any change of ownership or of any mortgage or other dealing in connection with his strata lot;
7. Comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time; and
8. Receive the written permission of the Strata Council before undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld.

116 DUTIES OF STRATA CORPORATION

The Strata Corporation shall:

1. Control, manage and administer the common property, common facilities or other assets of the Strata Corporation for the benefit of all owners;

2. Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Strata Corporation;
3. Maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
4. Maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
5. On the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
6. Maintain and repair the exterior of the buildings, excluding windows, doors, balconies and patios included in a strata lot, including the decorating of the whole of the exterior of the buildings;
7. Collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution; and
8. Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation.

117 POWERS OF STRATA CORPORATION

The Strata Corporation may:

1. Purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
2. Borrow money required by it in the performance of its duties or the exercise of its powers;
3. Secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
4. Invest as it may determine, in separate accounts, money in the fund for administrative expenses, or in the contingency reserve fund;
5. Make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
6. Grant an owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
7. Designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;

8. Make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation;
9. Do all things necessary for the enforcement of the bylaws and rules and regulations of the Strata Corporation, and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
10. Subject to this Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the Strata Council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Strata Council thinks fit; and
11. Join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses.

118 STRATA COUNCIL

1. The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Strata Council of the Strata Corporation.
2. The owner developer shall exercise the powers and duties of the Strata Council until a Strata Council is elected by the owners.
3. A Strata Council shall be elected at the first annual general meeting of the owners called by the owner developer under section 123 (1).
4. The Strata Council shall be elected by and from among the owners and shall consist of not less than three or more than seven members, except as provided in section 89. Where there are less than four strata lots, or less than four owners, the council shall consist of all owners.
5. Except where the council consists of all owners, where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the Strata Council at any one time.
6. At each annual general meeting of the Strata Corporation all the members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council. A retiring member of the Strata Council is eligible for re-election.
7. A member of the Strata Council will be deemed to resign if the member:
 - i) resigns his office by notice in writing to the Strata Corporation;
 - ii) is absent from three of any four consecutive meetings of the Strata Council without the consent of the majority of the remaining members of the Strata Council; and
 - iii) is removed for cause before the expiry of his term of office by a Special Resolution of the Strata Corporation at a duly convened extraordinary general meeting.

8. Meetings of the Strata Council may be attended by any owner to discuss a specific issue by forwarding, in advance, a request in writing outlining the matter to be discussed. The Strata Council will take all requests into consideration and confirm permission to attend. The specific issue will be discussed at the start of the Strata Council meeting. After presentation and discussion of the issue, the invited owner will take his leave before Strata Council proceeds with the regular business at hand.
9. The Strata Corporation will indemnify and save harmless the members of the Strata Council and a member of the Strata Council will not be personally liable for an act done or omitted to be done in good faith in carrying out his duties as a member of the Strata Council.
10. All resolutions of the Strata Council will be effective when passed and will then be posted on the bulletin board in the lobby; but failure to post a resolution passed by the Strata Council will not affect the validity of such resolution.
11. Any member wishing to stand for Strata Council must be a member in good standing of the Strata Corporation, that is to say that said member must have all assessments against a strata lot paid in full at the time of election of the Council.
12. The Strata Council shall not, except in emergencies, authorize, without authorization by a special resolution of the Strata Corporation, an expenditure exceeding \$2,500.00 which was not set out in the annual budget of the Strata Corporation and approved by the owners at a general meeting.

119 VACANCIES, QUORUM, ETC.

1. Except where the Strata Council consists of all owners, the Strata Corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the Strata Council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
2. A vacancy on the Strata Council may be filled by the remaining members of the Strata Council.
3. Except where there is only one owner, a quorum of the Strata Council is two where the Strata Council consists of four or less members, three where it consists of five or six members and four where it consists of seven members.
4. One third of the persons entitled to vote present in person or by proxy constitutes a quorum. If within one-quarter hour from the time appointed for a general meeting or an extraordinary general meeting a quorum is not present, the persons present entitled to vote will constitute a quorum.

120 OFFICERS AND MEETINGS

1. At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect from among its members a chairman and vice chairman, who shall hold office until the conclusion of the next annual general meeting of the Strata Corporation or until their successors are elected or appointed.
2. The chairman of the Strata Council shall have a casting vote in addition to his original vote.

3. Where the chairman is absent from any meeting of the Strata Council, or vacates the chair during the course of a meeting, the vice-chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.
4. In the absence of both the chairman and the vice-chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.
5. At meetings of the Strata Council all matters shall be determined by simple majority vote.

121 COUNCIL POWERS

The Strata Council may:

1. Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than seven days notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
2. Employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation; and
3. Subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

122 STRATA COUNCIL DUTIES

1. The Strata Council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him,
 - i) a copy of this Act and of changes in the bylaws under Part 5;
 - ii) a copy of special or unanimous resolutions;
 - iii) a copy of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
 - iv) a register of the members of the council;
 - v) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - vi) the annual budget for each year; and
 - minutes of all general meetings and of all Strata Council meetings.

2. The Strata Council shall:

- i) keep minutes of its proceedings;
 - ii) cause minutes to be kept of general meetings;
 - iii) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - iv) prepare proper accounts relating to all money of the Strata Corporation, and the income and expenditure of it, for each annual general meeting; and
 - v) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
3. All acts done in good faith by the Strata Council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Strata Council, as valid as if the member had been duly appointed or had duly continued in office.
4. A member of a Strata Council is not personally liable for an act done in good faith in carrying out his duties as a member of the Strata Council.

123 GENERAL MEETINGS

1. The first annual general meeting shall be called by the owner developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him, or a date nine months after registration of the strata plan.
2. Subsequent annual general meetings shall be held once in each year, and not more than 13 months shall elapse between one annual general meeting and the next.
3. General meetings other than the annual general meetings shall be called extraordinary general meetings.
4. The Strata Council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within two weeks after the requisition, convene an extraordinary general meeting.
5. Seven days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the Strata Corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

124 PROCEDURE

1. All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Strata Council, or at an extraordinary general meeting.
2. Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

3. One third of the persons entitled to vote, present in person or by proxy, constitutes a quorum. If within one-quarter hour from the time appointed for a general meeting a quorum is not present the persons present entitled to vote will constitute a quorum.
4. The chairman of the Strata Council shall be the chairman of all general meetings. In his absence from the meeting or in case he vacates the chair, the vice chairman of the Strata Council shall act as chairman. In other cases, the meeting shall appoint a chairman.
5. The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be
 - i) electing the chairman of the meeting, if necessary;
 - ii) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - iii) filing proof of notice of meeting or waiver of notice;
 - iv) reading and disposing of any unapproved minutes;
 - v) receiving reports of committees;
 - vi) considering the accounts;
 - vii) unfinished business;
 - viii) new business; and
 - ix) electing a Strata Council, if necessary;
 - x) adjournment.

125 VOTING AT MEETINGS

1. At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.
2. Unless a poll is requested, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
3. A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
4. In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
5. On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
6. Except in cases where, under this Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all assessments payable for his strata lot have been paid.
7. Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
8. An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

126 PROXIES

1. An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
2. A proxy need not be an owner.
3. Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

127 VIOLATION OF BYLAWS

1. An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any cost or expense so incurred by the Strata Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the cost or expense is incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.
2. The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.
3. All bylaws with a stated fine will be governed by that fine.
4. An infraction or violation of these bylaws on the part of an owner, his employees, his agents, invitees or tenants, may be penalized by the Strata Corporation, as follows:
 - i) warning letter - at the Strata Council's discretion.
 - ii) a fine of not less than \$50.00 and not more than \$500.00.
5. In addition to the above noted fines, in the case of continuing violation, a fine of \$50.00 per day shall be levied for each day the violation continues. Examples of continuing violations are:
 - i) placing of signs or advertising without Strata Council's permission;
 - ii) storing personal good in limited common areas after notice to remove is issued.
6. The Strata Council may from time to time prescribe rules and regulations for the use and enjoyment of the Common Property and Common Facilities. The penalties for violation of rules and regulations brought in by the Strata Council will be governed by the penalties and fines stated in subsection 4 herein.

128 COMMON EXPENSES

1. The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
2. Where a strata plan consists of more than one type of strata lot, the common expenses shall be apportioned in the following manner:
 - i) common expenses attributed to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned;
 - ii) common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.
3. Where 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 shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
4. The owner developer shall cause to be prepared an interim budget of anticipated common expenses for the first nine month period following registration of the strata plan, and the budget shall be delivered to each purchaser.
5. For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser, the owner developer shall pay the actual common expenses.
6. For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved at the first annual general meeting, the owners, including the owner developer, shall pay to the Strata Corporation their proportionate share of the estimated monthly common expenses in accordance with the interim budget prepared under subsection (4).
7. If the actual common expenses during the period referred to in subsection (6) exceed the estimated common expenses for that period, the owner developer shall pay the excess.
8. At the first annual general meeting, the Strata Corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first, annual general meeting is held. After that, all owners, including the owner developer, shall, subject to subsections (2) and (3), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
9. Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners, including the owner developer, shall receive from the Strata Corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.

10. At each annual general meeting subsequent to the first annual general meeting, the Strata Corporation shall prepare an annual budget for the following twelve month period and, after that, all owners shall, subject to subsections (2) and (3), pay a monthly assessment in accordance with their unit entitlement.

129 NOTICES

1. Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address.
2. A notice given by post shall be deemed to have been given four business days after it is posted.
3. An owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
4. The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

130 CORPORATE COMMON SEAL

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

131 PROHIBITIONS

1. An owner shall not:
 - i) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
 - ii) make undue noise in or about any strata lot or common property; or
 - iii) keep any animals on his strata lot or the common property after notice in that behalf from the council.
2. When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.

132 PROMOTION

During the time that the owner developer of the Strata Corporation is the owner or lessee of any strata lots, whether in Phase 1 or Phase 2 of the development, it shall have the right to:

1. Maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the development; and
2. Erect and maintain such signage on the common property of the development in accordance with all applicable bylaws and regulations of the Municipality of Burnaby and any other relevant governmental authority,
3. In each case as may be reasonably determined by the owner-developer in order to enable or assist it in marketing or selling the strata lots, whether in Phase 1 or Phase 2 of the development. The owner-developer shall act reasonably in exercising its rights under this Bylaw 132. This Bylaw 132 may not be directly or indirectly modified, amended, rescinded or varied in any way until after the deposit of the strata plan for Phase 2 of the development and then only by a unanimous resolution.

133 RIGHTS OF OWNERS TO RENT STRATA LOTS

1. All owners of strata lots from time to time, including the owner-developer, shall be entitled to rent or lease any strata lot in the development and there shall be no direct or indirect charges or expenses of any kind levied or assessed against such owners in respect of such rental or leasing. Any owner renting or leasing a strata lot will comply with all requirements of the Condominium Act (British Columbia), including, without limitation, the requirement to obtain a Form "D" - Tenant's Undertaking in connection with such rental or leasing. This bylaw 133 may not be directly or indirectly modified, amended, rescinded or varied in any way until after the deposit of the strata plan for Phase 2 of the development and then only by a special resolution.

134 USE OF STRATA LOT

1. The residential strata lot shall be used exclusively as a single family residence or shared by not more than two adult persons per bedroom.
2. No strata lot shall be used solely for commercial or professional purposes, or used for any purpose which may be illegal or injurious to the Strata Corporation as a whole.

135 DISTURBANCES OF OTHERS

1. An owner shall not permit any occupant of his strata lot or any guest to make undue noise in or about any strata lot or common property, or to do anything which will interfere unreasonably with any other owner.
2. No instrument or other device shall be used within a strata lot which, in the opinion of the Strata Council, causes a disturbance or interferes with the comfort of other owners.

3. Sound reproduction shall be restricted so as not to disturb other owners or adjacent properties.
4. 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 strata lots and parking areas within the common property.
5. No mops or dusters of any kind shall be shaken and no refuse or water shall be thrown out of windows or doors or from the balcony of a strata lot.
6. No soliciting will be permitted within the strata plan, under any circumstances.

136 HAZARDS

1. In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force or by locksmith at the occupant's expense.
2. Where a suite is alarmed, the access code and alarm monitoring company information must be provided to the Resident Manager.
3. Waterbeds that are not equipped with proper frames and safety liners will not be permitted on a strata lot. Owners using a waterbed must carry a minimum of \$100,000.00 waterbed liability insurance.
4. Outdoor Christmas lights are permitted, but not before December 1 and not after February 1. Live Christmas trees must be bagged when brought in and removed from the building. All Christmas trees to be removed by January 10th.
5. Smoking is not permitted in any of the indoor common areas, including the elevator, hallways, storage lockers, recreation areas, lobby, and stairwells.
6. No material, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, door, balcony/patio, stairwell, passage or other part of the strata lot or common property.
7. Cycling, skateboarding or rollerblading/skating is not permitted on any common property, including sidewalks, pathways, garage and roadways.
8. No mats or any material of any kind may be left in common area hallways.

137 CLEANLINESS

1. An owner shall not allow his strata lot to become unsanitary.
2. Ordinary household refuse and garbage shall be removed from each strata lot and deposited in the garbage containers in the garbage room provided for that purpose; all garbage shall be bagged and tied before depositing in the containers; 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.

3. All cardboard boxes must be collapsed, and no furniture is to be disposed of in garbage bins or garbage room area.
4. An owner shall not allow his strata lot and parking stall(s) to become unsanitary and if so deemed by the Council, the Council will take the necessary steps to render the lot sanitary at the owner's sole expense.
5. The Strata Council may from time to time prescribe rules and regulations for the maintenance of an acceptable standard of cleanliness and appearance in the strata plan.

138 EXTERIOR APPEARANCE AND ALTERATIONS

1. No owner shall install window coverings which are visible from the exterior of a strata lot which will detract from the conformity of the building. Only white vertical blinds are to show from the outside. Aluminum foil shall not be used to cover any windows or patio doors.
2. No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
3. No items other than those permitted by the By-laws or Rules and Regulations shall be stored on patios, open balconies or common property. If items are stored in violation of the By-laws or Rules and Regulations, and not removed within 24 hours after formal notification, fines will be assessed as provided for in the By-laws.
4. No shades, awning, window or balcony guards, ventilators, supplementary heating, or air conditioning devices shall be used or installed in or about the strata plan except those installations as approved in writing by Strata Council.
5. No television or radio antenna or similar structure thereto shall be erected on or fastened to any unit.
6. 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 Strata Council.
7. No structural alteration to the interior of any strata lot shall be made, and no plumbing or electrical work within any bearing or party wall, if any, shall be made without the prior written consent of the Strata Council.
8. An owner 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, in the opinion of the Strata Council, will alter the exterior appearance of the building.

139 VEHICLES AND PARKING

1. A resident shall use the parking space(s) which has/have been specifically assigned to his/her strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.

2. Resident motor vehicles shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on any common property without the approval of the Strata Council.
3. No major repairs or adjustments to motor vehicles etc., shall be carried out on common property where likelihood of gas, oil or grease could cause inconvenience to others and/or damage to property.
4. Guest parking shall be on a first come, first serve basis.
5. Guest parking is permitted only in designated stalls and is for the exclusive use of visitors and shall be limited to a maximum continuous duration of 48 hours unless authorized by the Resident Manager. Use of the visitors parking facility on a regular basis shall be limited to no more than three nights per week unless authorized by the Resident Manager. All other unauthorized vehicles will be removed from the Strata Plan at the vehicle owner's expense.
6. No vehicle shall park in a manner which will reduce the width of the garage roadway, neighbours parking spaces or walkways.
7. All vehicles found in un-allocated spaces will be removed at the owner's expense.
8. Cars must be washed only in designated areas deemed to be a car wash area.
9. Guest parking spaces must not be used by owners/renters at any time.
10. Persistent oil/fluid leaks are the responsibility of the owner and must be cleaned up from the owner's parking stall(s). After due notice, the Strata Corporation will have the leak stain cleaned up at a charge to the owner of \$50.00 minimum.
11. Parking spaces are not to be used for storage of any kind, unless approved by Strata Council.
12. Only motorized, currently licensed and/or insured and operational vehicles shall be parked on Strata corporation property, in designated or assigned spaces only. Motor vehicles not bearing current license plates or displaying on the windshield a certificate of storage insurance (for a minimum of \$1,000,000 liability) will be towed away at the owner's expense.

140 PETS

1. The number of pets permitted in each strata lot shall be limited to one (1), without the express written consent of Strata Council.
2. An owner or occupant with approved pets shall be responsible for their control and for the removal of their pet's waste from the common property.
3. No dogs over 16" high will be allowed in the Strata or in an owner's or resident's suite.
4. All pets must be leashed when on common property.

5. An owner shall not keep any pets of any kind in any strata lot of the Strata Corporation after notice of Strata Council who, in their opinion, deem said animal to be creating a nuisance.
6. Visitors' pets will be permitted within the building, however the owner/occupant shall be responsible for the conduct of such pets, and said visitors' pets are subject to the same rules and regulations as those of an owner/occupant.
7. No strata lot owner shall feed pigeons, gulls or other birds or animals from their strata lot or anywhere within Strata Plan LMS 851 boundaries.

141 DAMAGE TO PROPERTY

1. Owners, residents or guests shall not do anything on common property likely to damage or prevent the reasonable growth of plants, bushes, flowers, or planters.
2. Owners are responsible for any damage to common property. No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligence on the part of the Strata Corporation, its employees or agent.
3. An owner or occupant will not permit their children to play in the following common areas: lobby, stairs, elevators, corridors, parking areas or any utility room. The Strata Corporation will not be held responsible for injuries incurred in the use of recreational facilities.
4. An owner will indemnify and save harmless the Strata Corporation for all expense of any maintenance, repair and replacement rendered necessary to the common property due to the acts, neglect or carelessness of themselves or any member of their family, their guests, servants, agents or tenants to the extent that such expense is not met by the proceeds of the insurance carried by the Strata Corporations.
5. It is recommended that owners/occupants obtain insurance to cover personal possessions and third party liability.

142 MAINTENANCE FEES

1. Any owner owing their monthly contribution to the administrative expenses and contingency reserves, as set from time to time, shall pay their monthly contribution on the first day of each month. Any owner owing monies fifteen (15) days after the due date will be assessed a late penalty of \$25.00 and an additional \$50.00 will be assessed as a further late penalty if payment is not made within thirty (30) days of the due date. \$50.00 will be assessed each subsequent month until payment is received. At the end of a three-month period, a lien will be placed on the strata lot involved at the owner's expense for the total monies due.
2. For the purposes of these by-laws, the term "Maintenance Fees" shall mean assessed maintenance fees, penalties, special assessments, parking and storage fees, legal costs, administration fees, collection costs, and moving fee.

143 STORAGE

1. Without the consent of the Strata Council, no part of common property shall be used for storage.
2. Any owner, resident or guest leaving any parked or stored property within any common area of the Strata Plan does so at their own risk.
3. A separate room with metal bike racks for bicycles is provided. All bicycles must be locked only to the metal racks provided. Bicycles locked to other common area properties will be removed at the owner's expense.
4. Any hazardous materials or items that may deteriorate or attract pests shall not be stored in the locker area.

144 RESIDENT MANAGER

1. The duties of the Resident Manager are restricted to the common area only; or as directed by the Council - except in emergencies.
2. No owner or resident will contact the Resident Manager prior to 8:00 a.m. or after 5:00 p.m. except in the case of emergencies.
3. Written permission must be given to allow access to your suite by the Resident Manager for any reason, except in emergencies.
4. Residents who will be absent for an extended period of time shall notify the Resident Manager.
5. Residents expecting furniture deliveries must contact the Resident Manager 48 hours in advance in order to have the pads hung in the elevators to prevent damage. Owners are responsible for the cost of repairing any damage that occurs.

145 RECREATION FACILITIES

1. The recreation facilities are for the use of the owners, occupants and their visitors and their use will be governed by the provisions in the By-laws relating to the use of Common Property and Common Facilities and by the rules and regulations prescribed by the Strata Council from time to time.
2. The Social/Meeting Room will be available for use by residents on an exclusive basis. A cash deposit is to be placed at the time of reservation. If the room is not cleaned by noon the following day, it will be cleaned by the Strata Council or its appointees. The fees will be subtracted from the deposit. Any theft or damages is to be paid for by the renter of the room.

146 CORRESPONDENCE

1. Communication between owners and the Strata Council shall be in writing; signed by the owner and shall be directed to the Resident Manager, the Property Manager or the Strata Council.

147 CONSENT

1. Any consent, approval, or permission given under these rules and regulations by the Strata Council,
 - i) may be given by the Managing Agents of the Strata Council; and,
 - ii) must be in writing; and,
 - iii) shall be revocable at any time after due notices.

148 MOVING IN/OUT PROCEDURES

1. A refundable deposit of \$100.00 will be levied on any move in or out of the building, said deposit is refundable if, in the opinion of the Resident Manager, the common area has been left clean and undamaged.
2. An appointment for a moving time must be made with the Resident Manager 48 hours in advance (moves will be restricted to between the hours of 8:00 a.m. and 5:00 p.m.) having regard to the convenience of all concerned and to noise abatement. Full instructions on elevator operation and door security will be given at that time. The designated, padded freight elevator only shall be used for moving purposes. Residents contravening this By-law will be subject to a fine of \$100.00.
3. The moving party will be responsible for any damage to common areas. The recovery for damage to common area shall not be limited to the \$100.00 deposit but shall be assessed at the full cost of repairs. Damage costs not recovered from the moving party shall be assessed to the owner.
4. Owners who rent their suites will be permitted one "move-in" privilege annually. Subsequent tenant "move-ins" within the same calendar year will be assessed a fee of \$100.00 for each such occurrence.
5. During the move, all lobby doors must remain closed and locked when unattended.

149 RENTING AND RENTING RESTRICTIONS

1. Each strata lot shall be occupied only as a single family residence or shared by not more than two adult persons per bedroom (and no person shall be allowed to occupy or visit any part of a strata lot under circumstances where such person is being charged for occupation or for board or otherwise without completing the necessary undertakings with Strata Council).
2. An owner who leases his/her strata lot will provide the Strata Corporation the undertaking in Form D signed by the tenant and the other occupants of the strata lot in concurrence with the Condominium Act and provide the tenant with a copy of the most current rules, regulations and By-laws of the Strata Corporation. The strata lot owner will be responsible for the tenant complying with these rules, regulations and By-laws. The owner will be responsible for any fines resulting from the violation of a rule, regulation or By-law by a tenant and/or his/her guests.

3. The lease will include or be deemed to include the undertaking as stated in section 2 herein as a condition of the lease. The owner and tenant are jointly and severally liable for a breach of the undertaking in Form D.
4. For the purposes of enforcement of this By-law, a tenant shall be defined to include:
 - i) any person not a member of the immediate family of the owner;
 - ii) any person not having a registered interest in the strata lot.
5. Should any owner of a strata lot lease his strata lot in contravention of the limitations contained in this By-law, save and except Form D, the Strata Council shall be entitled to take any one or more of the following actions:
 - i) levy a fine not to exceed \$100.00 per day for each day of contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the owner of the strata lot and the Strata Council is hereby authorized to take all steps necessary to collect such amounts from any owners;
 - ii) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement and/or an injunction to prevent the continued leasing of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner contravening the provisions of this By-law and shall be recoverable on a solicitor and client.
 - iii) An owner leasing in breach of this By-law must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies.
6. For the purpose of the By-law, "lease" or "leased" shall include any agreement whatsoever, whether written or oral, express or implied, predetermined expiry date or not, between an owner and another person, firm or corporation respecting possession and/or occupancy of a strata lot, including a month-to-month tenancy.
7. Should any portion of this By-law be deemed unenforceable by a Court of competent jurisdiction then for the purpose of interpretation and enforcement of the By-law, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
8. A fine of up to \$250.00 will be levied against any owner who fails to file the required Form D forms within 30 days of occupancy by the tenant. This amount will become immediately due and payable and will be assessed to the owners maintenance fee account and become part thereof.

150 RE-SALE OF STRATA LOTS

1. An owner, occupant or agent of an owner may not display a "for sale" sign upon any Residential Strata Plan property where it is visible to the general public except for the provided real estate sign hanging post located in the court yard, nor will any of the above persons leave open or unlocked any entrance door to the Strata Plan for the purpose of "open house" selling. Note: the only exclusion to this Bylaw is the owner-developer of the strata lots.

2. Real estate "for sale", "for lease", "for rent" signs shall not exceed the following dimensions: length - thirty (30) inches, height - eight (8) inches, width - one (1) inch. The only exclusion to this Bylaw is the owner-developer of the strata lots.
3. An owner may hold an "open house" providing arrangements are made to escort potential buyers to the suite.
4. No owner or agent shall display an "open house" sign on the common property, or limited common property of the Strata Corporation. The only exclusion to this rule is the developer of the strata lots.

151 SECURITY

Security of this building cannot be maintained without the full co-operation and observance of the By-laws by all residents.

1. Admission to the building shall not be permitted to any person unless known to the resident. Persons delivering goods or other articles must be met at the front entrance. If it is necessary for any such persons to enter the building, they must be escorted by the resident until departure from the building.
2. All common area doors including the garage gate must be closed and locked behind you before you leave the area.
3. All residents are responsible for the safe custody of keys. Lost keys must be reported immediately to the Resident Manager.
4. All keys to locks that provide access to common property are common property and will be cut and issued only on the authority of the Strata Council.
5. All residents are responsible for the safe custody of keys.

152 FITNESS ROOM OPERATIONS AND USE

1. The hours of use shall be as determined from time to time, by the Strata Council and as posted on the fitness room door, unless otherwise cleared with the Resident Manager.
2. No smoking is permitted in the exercise / fitness room.
3. Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment.
4. The resident must accompany any guests at all times.
5. Music is allowed as long as all current users of the facility so agree.
6. All personal belongings are to be removed after each use.
7. Appropriate clothing must be worn including shoes.

8. No persons under the age of 16 years are permitted in the fitness room unless accompanied by an adult 19 years or older.
9. Use equipment at your own risk.
10. The Strata Corporation LMS 851 Lexington/Madison will not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, which may result by reason of use of the fitness equipment by any person.

153 LOUNGE AND MEETING ROOM OPERATIONS

1. Be courteous to others waiting to use the pool table. Please take turns on the pool table.
2. Smoking is not permitted in the exercise, lounge or meeting rooms.
3. The number of guests per suite allowed in the room is limited to six (6), unless cleared through the Resident Manager. The resident must accompany the guest at all times.
4. The hours of use shall be as determined from time to time by the Strata Council and as posted on the lounge and meeting room doors unless other arrangements have been cleared with the Resident Manager.
5. Music is allowed as long as everyone in the room is agreeable to it. No loud music permitted.
6. The lounge/pool room is available for the use of owners/residents. Exclusive use of the room is available and must be booked through the Resident Manager at least 48 hours in advance. The lounge/pool room will be closed during those hours which have not been designated as 'open' hours.
7. A refundable security/damage deposit of \$300.00 cash is required for the exclusive use of the room, payable in advance. Any damages or clean up costs associated with the use of the room will be deducted from the security deposit. A charge of \$25.00 will be assessed for the use of the lounge which extends beyond the normal working hours of the Resident Manager.
8. If any complaints are received by the Resident Manager with respect to noise, an initial warning will be given to the user of the room. If the problem persists, the Resident Manager will have the authority to shut down the room. If the user of the room is not cooperative in shutting down the room the security deposit will be forfeited.
9. Alternative arrangements for more regular use of the lounge/pool room (card games, regular meetings, etc.) may be made at the Strata Council's discretion, and who may also, at their discretion, waive or lower the deposit and/or rental fee requirements.