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BA259321

February 8, 2006

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**REGISTRAR  
LAND TITLE OFFICE**  
88 - 6<sup>th</sup> Street  
New Westminster, B.C.  
V3L 5B3

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ATTORNEY

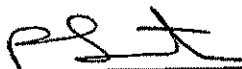
683460  
\$21.50

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

Form I Amendment to Bylaws re. Strata Plan LMS 1301

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(Signature) Peggy Forrester

c/o Roy Schindell, Vice-Chairperson  
The Owners, Strata Plan LMS 1301  
(Firm Name)

P.O. Box 28611  
4050 Hastings Street  
Burnaby, B.C., V5C 2L2  
(Address)

604-418-7727  
(Telephone)

**West Coast  
Client # 10350**

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***Strata Property Act***

**FORM I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan *LMS 1301* 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 *April 14<sup>th</sup>, 2005*:

*Bylaw Section 142 is amended to increase the amount to \$3000.00 from \$1000.00.*



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Signature of Council Member



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

18 DEC 2001 09 39

BR341897

**PACIFIC QUORUM**  
*Properties Incorporated*

November 30, 2001

**REGISTRAR  
LAND TITLES OFFICE  
88 - 6<sup>TH</sup> STREET  
NEW WESTMINSTER, BC V3L 5B3**

33 01/12/18 09:40:04 01 LM 334140  
DOC FILE \$20.00

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

FORM I (Attached) AMENDMENT TO BYLAWS  
STRATA PLAN LMS 1301



Derek T. Smith, Property Manager  
**PACIFIC QUORUM PROPERTIES INC.**  
1051 - 409 Granville Street  
Vancouver, BC V6C 1T2

Telephone: (604) 685-3828 / Fax # (604) 685-3845

**SURVEY DEPT.**

DYE & DURHAM CLIENT No. 11061

Suite 1051 ~ 409 Granville Street, Vancouver, B.C. V6C 1T2

Telephone (604) 685 3828 Facsimile (604) 685 3845

*Strata Property Act*

**FORM I**

**AMENDMENT TO BY-LAWS**

*(Section 128)*

The Owners, Strata Plan **LMS 1301 - Lexington North** 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 **November 21**

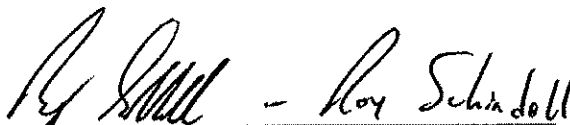
, **2001**, as attached.

The Common Seal of the Owners Strata Corporation **LMS 1301**, was hereunto affixed this

21<sup>ST</sup> day of NOVEMBER 2001, in the presence of

 CHRIS ALLEN #212

Signature of Council Member

 ROY SCHINDELL #206

Signature of Second Council Member

**Strata Plan LMS 1301 - *LEXINGTON NORTH*  
Special General Meeting - November 21, 2001  
Information Package**

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**3/4 VOTE RESOLUTION**

**Be it resolved:**

That the Owners, Strata Plan LMS 1301 repeal their existing Bylaws in their entirety, and adopt the attached Bylaws, as amended, to comply with the Strata Property Act.

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**115. DUTIES OF OWNER****An owner shall**

- (a) permit the strata corporation and its agents, upon 72 hours notice for a Strata Lot, or 48 hours notice for Common Property, or Limited Common Property, 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;
- (b) 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, outgoings and assessments that may be payable in respect of his strata lot;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) notify the strata corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time; and
- (h) 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

- (a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (d) 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;
- (e) 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 corporation and the receipts for the last premiums;
- (f) 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;
- (g) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution; and
- (h) 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 corporation.
- (i) comply with notices or orders by any appropriate public or local authority requiring repairs or work to be done in respect of any strata lot, the land included in the strata plan or the buildings, common property, common facilities, or other assets of the strata corporation;
- (j) obtain and maintain insurance on the buildings; the common property, common facilities, and any other insurable improvements or assets owned by the strata corporation to the replacement values, obtain and maintain insurance in respect of any other perils, including liability, all as required by the Act, and in connection therewith.
  - (i) review annually the adequacy of the insurance;
  - (ii) pay premiums on the policies of insurance;

- (k) give authority to a readily accessible resident representative and to the authorized management company to grant all appropriate governmental officials entry to the common property, common facilities and other assets of the strata corporation.

#### 117. POWERS OF STRATA CORPORATION

The strata corporation may

- (a) 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;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) 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;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) 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;
- (f) 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;
- (g) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) 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 corporation;
- (i) do all things necessary for the enforcement of the bylaws and the 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;
- (j) subject to this Act, determine the levy for the contingency reserve fund which shall be not less than 10% of the total annual budget, until the reserve reaches an amount that the strata corporation 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

- (k) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.
- (l) obtain and retain by contract the services of a professional real property management firm or professional real property manager (The Manager) for such purposes and upon such terms that the council may from time to time decide.

#### 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 council of the strata corporation.
- (2) The owner developer shall exercise the powers and duties of the strata council until a council is elected by the owners.
- (3) A council shall be elected at the first annual general meeting of the owners called by the owner developer.
- (4) The council shall be elected by and from among the owners and shall consist of not less than 3 or more than 7 members, Where there are less than 4 strata lots, or less than 4 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 council at any one time.
- (6) At each annual general meeting of the strata corporation all the members of the council shall retire from office and the strata corporation shall elect a new council. A retiring member of the council is eligible for re-election.

#### 119. VACANCIES, QUORUM, ETC.

- (1) Except where the council consists of all owners, the strata corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- (2) A vacancy on the council may be filled by the remaining members of the council.

- (3) Except where there is only one owner, a quorum of the council is 2 where the council consists of 4 or less members, 3 where it consists of 5 or 6 members and 4 where it consists of 7 members.

120. OFFICERS AND MEETINGS

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the 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 council shall have a casting vote in addition to his original vote.
- (3) Where the chairman is absent from any meeting of the 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 council all matters shall be determined by simple majority vote.

121. COUNCIL POWERS

The council may

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- (b) 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 corporation, and the exercise and performance of the powers and duties of the corporation; and
- (c) 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. COUNCIL DUTIES**

(1) The 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,

- (a) a copy of this Act and of changes in the bylaws under Part 5;
- (b) a copy of special or unanimous resolutions;
- (c) a copy of all the legal agreements to which the corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
- (d) a register of the members of the council;
- (e) 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;
- (f) the annual budget for each year; and
- (g) minutes of all general meetings and of all council meetings.

(2) The council shall

- (a) keep minutes of its proceedings;
- (b) cause minutes to be kept of general meetings;
- (c) 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;
- (d) prepare proper accounts relating to all money of the corporation, and the income and expenditure of it, for each annual general meeting; and
- (e) 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 council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the 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 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 9 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 2 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.
- (4) If within 1/2 hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- (5) The chairman of the 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 council shall act as chairman. In other cases, the meeting shall appoint a chairman.
- (6) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be
  - (a) electing the chairman of the meeting, if necessary;
  - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
  - (c) filing proof of notice of meeting or waiver of notice;
  - (d) reading and disposing of any unapproved minutes;
  - (e) receiving reports of committees;

- (f) considering the accounts;
- (g) electing a strata council if necessary;
- (h) unfinished business;
- (i) new business; and
- (j) 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 contributions payable for his strata lot have been paid.
- (7) Where owners are entitled to successive interest 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 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 costs or expense so incurred by the corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (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) Notwithstanding #127 (1) and (2) above, the strata corporation may levy a fine up to a maximum of \$200.00 for each infraction or violation of the Bylaws for the strata plan LMS 1301 or any rules or regulations established under them on the part of the owner, his employees, agents, invitees, or tenants. This fine shall be added to and become part of the assessments of the owner for the month next following the date on which the fine was levied and shall become due and payable on the date of payment of the monthly assessment.

**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:
  - (a) common expenses attributable to one 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;

- (b) 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 9 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 12 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 48 hours after it is posted.
- (3) An owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (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. CORPORATION COMMON SEAL**

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

**131. PROHIBITIONS**

- (1) An owner shall not
  - (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
  - (b) make undue noise in or about any strata lot or common property; or
  - (c)
    - (i) keep any animals, livestock, fowl of the air, reptiles, or pets on his strata lot or the common property other than two animals and two caged birds, without the prior written consent of the Strata Council. The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the premises within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for cleanup or damage repair should their guests bring pets into the common property.
    - (ii) feed pigeons, seagulls, crows, starlings, and other birds from any strata lot or the common property.



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

### 134. USE OF STRATA LOT

- (1) Unless otherwise authorized by the Strata Council, a strata lot shall be used exclusively as a private dwelling home for not more than one family, which may include a live-in housekeeper or nurse. Request for exceptions shall not be unreasonably withheld.
- (2) (a) Subject to the Strata Property Act of British Columbia the number of strata lots within Strata Plan LMS 1301 that may be leased at any one time is restricted to four.
- (b) An owner who leases his strata lot shall provide to the Strata Corporation a Form "K" (Notice of Tenant's Responsibilities) in accordance with Section 146 of the Strata Property Act. Failure to provide a Form "K" within 10 days of the commencement of a tenancy shall be cause for a fine of \$100.00 for each month of breach against the Strata Lot Owner.
- (c) An Owner renting or leasing his strata lot shall be responsible for all of the acts and omissions of his tenant.
- (d) For the purpose of enforcement of this bylaw, a tenant shall be defined to include:
- (i) Any person not a member of the immediate family of the Owner;
  - (ii) Any person beneficially owning less than 50% of the shares, which carry the right to vote of a Corporate Owner;
  - (iii) Any person owning less than 40% undivided registered or beneficial interest in the strata lot.
- (e) Should any Owner of a strata lot lease his strata lot in contravention of the limitations contained in this bylaw, save and except Form "K", the Strata Council shall be entitled to take any one or more of the following actions:
- (i) An Owner leasing in breach on this bylaw must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province or British Columbia governing such residential tenancies;
  - (ii) Levy a fine not to exceed \$15.00 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

Strata Council is hereby authorized to take all steps necessary to collect such amounts from any Owners;

- (iii) 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 Bylaw and shall be recoverable on a solicitor and client basis by the Strata Corporation;
  - (iv) Should any portion of this Bylaw be deemed unenforceable by a Court of competent jurisdiction then for the purpose of interpretation and enforcement of the Bylaw such 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.
- (3) It is the intention of the Strata Corporation to maintain the development as an adult-oriented community.

#### 135. MAINTENANCE PAYMENTS

- (1) Monthly maintenance payments are due and payable on or before the first day of each month. Maintenance fees not received by the 10th of the month in question will be subject to a fine of \$25.00 for each month or portion thereof.
- (2) When arrears aggregate three monthly maintenance payments a lien will be placed on the strata lot involved at the Owner's expense for the total monies due, including all legal and other expenses.

#### 136. DISTURBANCE OF OTHERS

- (1) No noise shall be made in or about the strata lot or on the common property which, in the opinion of the Strata Council, interferes with the enjoyment by others of other strata lots or the common property.
- (2) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out any window, door passage, or other parts of the strata lot or the common property.
- (3) No barbeques other than those fuelled by propane gas or electricity may be used. No Owner shall operate his barbeque in a manner which, in the opinion of the Strata Council, interferes with another Owner's enjoyment of his Strata Lot.
- (4) Carpentry or similar alterations to strata lots shall be limited to the hours between 8:00 a.m. and 8:00 p.m., Monday through Saturday inclusive.

**137. HAZARDS**

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to fall out of any window, door, balcony or other part of a strata lot or the common property.
- (3) In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for the protection of the common property, common facilities or other assets of the strata corporation or for safety may have to be gained by force at the occupant's expense.

**138. CLEANLINES**

- (1) Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, or the like shall not be thrown, piled or stored in any parts of the common property.
- (2) There shall be no smoking anywhere within the interior common property, except as designated by the Strata Council.
- (3) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers and taken to the garbage or recycling containers.
- (4) Any waste material other than ordinary household refuse and recycling material shall be removed by the individual owner or resident of the strata lot.

**139. EXTERIOR APPEARANCE**

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property of the strata lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the Strata Council.
- (3) Drapes or blinds visible from the outside of the building shall be ivory, off-white or a neutral white in colour.

- (4) No enclosures of Limited Common Property or other structural alterations either to the interior or the exterior of the common property shall be made, nor any other services altered or supplemented within any walls or on the common property without previous written approval by the Strata Council. Interior alterations to wiring, plumbing, piping, or other services may be made provided they comply with all building codes and do not affect any other strata lot and provided the council has consented in writing to the alterations. Municipal permits for wiring and plumbing must be obtained prior to any alteration.
- (5) The exterior appearance of the building shall not be altered by painting wood, ironwork, concrete, or other parts exterior of the building or the strata lot without prior written consent of the council.

#### 140. AUTOMOBILE/PARKING GARAGE

- (1) A resident shall use only the parking garage space(s) assigned to his strata lot, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners. Assigned space(s) shall not be leased or rented to a non-resident.
- (2) No major repairs or adjustments shall be made to motor vehicles on common property.
- (3) A maximum speed of 20 kph shall apply within the common property.
- (4) The user of each parking stall is responsible for the cleaning of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking in common property until the vehicle is repaired.
- (5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of a drive aisle.
- (6) Any vehicle which does not comply with paragraph 140.5 will be removed at the owner's expense.
- (7) Incoming vehicles have the right of way at the garage door.
- (8) The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- (9) Only vehicles with current registration and insurance in force shall be allowed in the parking areas, except with special permission of the Corporation. The amount of insurance necessary will depend on the legislation and prevailing insurance regulations at the time. Parking of vehicles in designated parking stalls other than those owned or leased by a resident of their house guest is prohibited.

**141. DAMAGE TO PROPERTY**

- (1) 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 the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenant's, but only to the extent that such expense is not met by the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Section, 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 shall be charged to the owner and shall be added to and become due and payable on the date of payment of the next monthly assessment.
- (2) The Strata Corporation has the authority to enter the strata lot of any owner, upon giving 72 hours notice; or 48 hours notice for common property or limited common property to attend to the repair or replacement of property whether or not the repair or replacement is covered by the Strata Corporation's insurance.
- (3) Where the Strata Corporation is required to enter a strata lot for the purpose of 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 the common property the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (4) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth

**142. MAXIMUM EXPENDITURE BY STRATA COUNCIL**

- (1) A Strata Council shall not, except in emergencies, authorize, without authorization by a Special Resolution of the Strata Corporation, an expenditure exceeding \$1,000.00 which was not set out in the annual budget of the Corporation and approved by the Owners at a general meeting.

**STRATA PLAN LMS 1301 – LEXINGTON NORTH****RULES & REGULATIONS**

1. All real estate signs must be placed on the black metal signpost provided by the Strata Corporation on the corner of Boundary and Pender Street. No signs are allowed anywhere else on the Common Property of the Strata Corporation without prior written approval of the Strata Council. The size of the real estate signs are restricted.
2. Signs on Strata Lot windows are permitted with the approval of Strata Council. All Owners placing signs on windows must provide a written request to Strata Council prior to approval.

GENERAL INDEX STRATA PLAN: LMS1301

NEW WESTMINSTER

DOCUMENT NO	TYPE/REMARKS	RECEIPT DATE	RECEIPT TIME
✓ BJ279964	STRATA PLAN BY-LAWS	1995-09-18	13.46 ✓
✓ BR341897	STRATA PLAN BY-LAWS	2001-12-18	09.39 ✓
✓ BX150004	STRATA PLAN BY-LAWS	2005-06-14	14.51 ✓
✓ BX150005	MAILING ADDRESS	2005-06-14	14.51 ✓
✓ BA259321	STRATA PLAN BY-LAWS	2006-02-08	14.44 ✓

END OF REPORT

\$21.50

BX150005

June 14, 2005

**REGISTRAR**  
**LAND TITLE OFFICE**  
88 - 6<sup>th</sup> Street  
New Westminster, B.C.  
V3L 5B3

14 JUN 2005 11:51

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

Form D Strata Corporation Change Of Mailing Address  
Re Strata Plan LMS1301

26 05/06/14 14:54:29 06 LM

627794  
\$21.50



(Signature) Peggy Forrester

c/o Roy Schindell  
c/o Strata Corporation LMS1301  
(Firm Name)

P.O. Box 28605  
4050 East Hastings Street  
Burnaby, B.C., V5C 2H9

(Address)

604-831-6232  
(Telephone)

**West Coast**  
**Client # 10350**

2/  
2 pf



**Strata Property Act  
FORM D  
STRATA CORPORATION CHANGE OF MAILING ADDRESS  
(Section 62 (3))**

Re: Strata Plan LMS 1301

The mailing address of the strata corporation has been changed to:

P.O. Box 28605,  
~~4050 Hastings Street~~ East Hastings Street  
Burnaby, B.C. V5C 2H9

Date: June 2, 2005

  
\_\_\_\_\_  
Roy Schindell, Strata Council Vice-Chair

  
\_\_\_\_\_  
Randy Lesage, Treasurer

14 JUN 2005 11:51

BX150004

\$21.50

June 14, 2005

**REGISTRAR  
LAND TITLE OFFICE**  
88 - 6<sup>th</sup> Street  
New Westminster, B.C.  
V3L 5B3

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

Form I Amendment to Bylaws Re Strata Plan LMS1301 <sup>26</sup> 05/06/14 14:54:24 06 LM 627794  
DOC FILE \$21.50



(Signature) Peggy Forrester

c/o Roy Schindell  
c/o Strata Corporation LMS1301  
(Firm Name)

P.O. Box 28605  
4050 East Hastings Street  
Burnaby, B.C., V5C 2H9

(Address)

604-831-6232  
(Telephone)

**West Coast  
Client # 10350**

1/25 PF

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

The Owners, Strata Plan LMS 1301, 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 **April 14, 2005.**

**142. MAXIMUM EXPENDITURE BY STRATA COUNCIL**

(1) A Strata Council shall not, except in emergencies, authorize, without authorization by a Special Resolution of the Strata Corporation, an expenditure exceeding **\$3,000.00** which was not set out in the annual budget of the Corporation and approved by the Owners at a general meeting.

  
 \_\_\_\_\_  
 Roy Schindell, Vice- Chairperson

  
 \_\_\_\_\_  
 Randy Lesage, Treasurer