

**1331 Alberni Street
Vancouver BC V6E 4S1**

**1308 to 1388 West Georgia Street
Vancouver BC V6E 4S1**

**1367 Alberni Street
Vancouver BC V6E 4R9**

BYLAWS & RULES

**All owners and tenants must comply
with the BYLAWS & RULES and are
responsible for ensuring that the people
living with them or visiting them also comply.**

(Strata Property Act, Section 125)

B&R #1

August, 2008

Strata Corporation LMS 3942, THE LIONS, is managed by :

**Southview Property Management Inc.
#110 - 7580 River Road
RICHMOND BC V6X 1X6**

Property Manager : Jeff Wolrige

Phone : 604-270-8811 Fax : 604-270-0881 e-mail : southview@telus.net

Emergency Contact: (24 hours a day, 7 days a week) 604-270-8811

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At THE LIONS :

Concierge desks

**East Tower Concierge
Phone : 604-642-2583**

**West Tower Concierge
Phone : 604-642-2584**

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MANAGERS OFFICE

T. 604 642 2581

F. 604 642 2584

Emergency contact(s), THE LIONS : as above

**Provident Security guard(s), on duty 11:00pm to 7:00am daily.
Call the contact numbers of the Concierge desks, as above**

Direct emergency contact for Provident Security (Head Office) :

604-664-1087

BYLAWS

THE LIONS

PREAMBLE TO THE BYLAWS, STRATA CORPORATION LMS 3942, THE LIONS

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

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

The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

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

PAYMENT OF STRATA FEES AND SPECIAL LEVIES

1. (1) An owner must pay strata fees before the first day of the month to which the strata fees relate.
- (2) All payments on account may be applied first to outstanding fines and charges and second to the strata fee(s) and/or special assessments then due.
- (3) Any owner having monies for strata fees outstanding and continuing for two successive months shall receive a warning letter from the strata corporation and may be assessed fines as follows:
 - (a) \$25.00 if outstanding strata fees are not paid immediately;
 - (b) in addition to the amount set out in section 1.(3)(a), \$50.00 if outstanding strata fees are not paid within one month after receipt of the first letter; and
 - (c) in addition to the amounts set out in sections 1.(3)(a) and (b), \$100.00 for each ensuing month that the strata fees remain unpaid.
- (4) The Strata Corporation will file a lien against title to a strata lot when strata fees have been in arrears for 4 months or more. The cost of registering the lien will be charged back to the strata lot in arrears and will form part of the lien amount.
- (5) Where strata fees payable in respect of a strata lot have been in arrears for 3 months or more, the owner of that strata lot may not:
 - (a) run for election to the Strata Council;
 - (b) continue to sit as a member of the Strata Council;
 - (c) nominate another owner for election to the Strata council; or
 - (d) exercise a vote in respect of the strata lot in arrears at any general meeting of the Strata Corporation.
- (6) Where an owner fails to pay strata fees in accordance with Bylaw 1. (1), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (7) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (8) Any owner having money for a special levy outstanding and continuing for two successive months shall receive a warning letter from the strata corporation and may be assessed fines as follows:
 - (a) \$25.00 if an outstanding special levy is not paid immediately;
 - (b) in addition to the amount set out in section 1. (8) (a), \$50.00 if an outstanding special levy is not paid within one month after receipt of the first letter; and
 - (c) in addition to the amounts set out in sections 1. (3) (a) and 1. (3) (b), \$100.00 for each ensuing month that the outstanding special levy is not paid.

- (d) Where an owner fails to pay a special levy in accordance with Bylaw 1. (7) outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.
- (9) (a) A special resolution of the unit owners to bring a suit against an owner or other person to collect monies owing as a fine, is not required pursuant to this bylaw.
- (b) The Strata Council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect monies owing without the requirement for a further vote or approval of the unit owners at a general meeting.

OBLIGATIONS

- 1. A** (1) Owners shall in a timely manner:
- (a) pay all taxes, assessments and charges that from time to time become payable with respect to the owner's strata lot(s); and
- (b) carry out all work that may be ordered by a public or local authority with respect to the owner's strata lot(s).
- (2) Owners, tenants, occupants and visitors shall in good faith
- (a) comply with all bylaws of the strata corporation;
- (b) comply with the rules from time to time adopted by the strata corporation; and
- (c) as residents of THE LIONS make individual arrangements for and to pay for telephone, cablevision, electricity and like services.

*** CHANGES IN TENANCY OR OCCUPANCY, UNFURNISHED RENTAL STRATA LOTS**

(See: Footnote*, this page)

- 1. B** (1) Tenant(s) assuming occupancy of an unfurnished strata lot(s) must pay a move-in/move-out charge of \$200.00 on or before the date of the tenancy's commencement.
- (2) Move-in/move-out charges not paid on or before the date of the tenancy's commencement become a charge against the strata lot of tenancy.
- (3) Owners may move in once and move out once without charge.
- (4) For every move-in or move-out from an unfurnished strata lot at THE LIONS an appointment must be made with the Resident Manager or the Concierge at least forty-eight hours prior to the move, and under the following conditions:
- (a) Appointments are limited to the hours between 8:00am and 4:00pm, 7:00pm and 10:00pm;
- (b) Failure to book a date or time for a move-in or a move-out or a late arrival for a scheduled appointment may result in delays or denial of an opportunity to move on the day or at the time desired;
- (c) Entry and exit of movers must be through the main lobby doors of the east or west tower, *via* the allocated and padded elevators only; and
- (d) Lobby doors must remain closed and locked while unattended during the moving process.
- (5) Tenants not on time for their move-in appointment may be charged a late fee of \$20.00 per hour or part thereof that staff of Strata Corporation LMS 3942 are kept waiting beyond the scheduled appointment time.

CHANGES IN TENANCY OR OCCUPANCY, FURNISHED RENTAL STRATA LOTS

(See: Footnote*, this page)

- 1. C** (1) A strata lot in Strata Corporation LMS 33942 offered for rental on a "furnished" basis is defined as a strata lot equipped with furniture, bedding, towelling, cooking utensils, dishes, cutlery, and like domestic material(s) appropriate to full housekeeping residency, with the exception of the personal necessities and consumables of the tenant(s).
- (2) In advance of rental on a "furnished" basis the strata lot must be so registered and approved as a "furnished" rental by Strata Corporation LMS 3942, otherwise Division 1 Section 1.B (above) shall apply in its entirety.

*** All owners, owner's agents, residents, tenants, occupants and visitors are reminded of:**

- Section 146 of the Strata Property Act respecting the Bylaws and Rules of Strata Corporation LMS 3942 (Landlord's responsibility respecting passage of Rules and Bylaws to tenants.)
- Notice of Tenants' Responsibilities (Form K).
- Bylaw 4, Strata Corporation LMS 3942 (Inform Strata Corporation).
- Bylaw 7, Strata Corporation LMS 3942 (Permit entry to a strata lot).

- (3) The process of registration of a strata lot for furnished rental involves;
 - (a) deposit with Strata Corporation LMS 3942 of a copy of the rental strata lot's inventory of contents validated by the signature of either the owner or the owner's agent, an inventory of contents appropriate to the meeting of the Section 1.C subsection (2) definition of, "A strata lot . . . offered for rental on a 'furnished' basis", and/or,
 - (b) provision, from time to time upon request, a mutually convenient opportunity for a designate of Strata Corporation LMS 3942 to confirm by inspection that a strata lot is "furnished" as defined in Section 1.C subsection (1).
- (4) The owners of registered and approved "furnished" rental strata lots must pay a \$30.00 administration fee, payable on or before the commencement date of a new "furnished" tenancy or occupancy. If the \$30.00 administration fee is not paid on or before the commencement date of a new tenancy or occupancy, the standard \$200.00 fine will be assessed automatically.

1. D The maximum number of persons residing in a strata lot shall not at any time exceed two (2) for a studio unit, three (3) for a one-bedroom unit, four (4) for a two-bedroom unit and five (5) for a three-bedroom unit.

REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner 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 that of an owner's, visitors, occupants, guests, employees, agents, tenants or a member of an owner's family, but only to the extent that such expense not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances any insurance deductible not covered by the proceeds received by the strata corporation as insurance coverage will be charged to the owner.

USE OF PROPERTY

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person, and if the strata lot is, in the determination of the strata corporation, a health or safety hazard to another person, the strata corporation may, at its discretion and at the owner's or tenant's cost, have the strata lot brought to the desired health or safety standard.
 - (b) causes unreasonable noise, most particularly but not exclusively between the hours of 11:00p.m. and 8:00a.m. All residents are entitled to quiet enjoyment of their strata lots.
 - (i)The strata corporation may levy a fine of \$200 for each contravention of Bylaw 3. (1) (b)
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals; (NOT to include snakes, alligators or other like animals.) All reptiles are strictly prohibited in a strata unit or common property of THE LIONS, LMS3942.
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one cat;

- (5) (a) one dog may be kept on a strata lot in which the/an owner resides; (exceptions may be considered by making written application to the Strata Council for approval in which the owner resides).
- (b) tenants and occupants who assume residence in a rental strata lot subsequent to January 1st, 2004, must not keep a dog on a strata lot.
- (6) Bicycle storage is limited to;
 - (a) designated bicycle storage enclosures,
 - (b) assigned storage lockers (P-1 and P-5 parking levels),
 - (c) a bicycle owner's strata lot of residence upon receipt of written approval from the Strata Council as a consequence of written application to the Strata Council for such approval.
 - (d) upon receiving approval, all bicycles are to be brought in to, and taken out of both the east and west towers through the underground parking level (P1) off Jervis and Broughton Streets.
- (7) Owners, tenants, residents and occupants and guests should not permit anyone unknown to them to gain entry to Strata Corporation LMS 3942, THE LIONS *via* a parkade gate, an outside entrance or when seeking entry by enterphone.
- (8) For the protection of common property and limited common property, owners, tenants, residents, occupants and guests shall not permit the presence of explosive, flammable or otherwise dangerous materials in their strata lot(s) or storage locker(s).
- (9) The discard of any material substance, solid or liquid, most particularly burning material(s) such as cigarettes, butts or matches from the windows of a strata lot or from a balcony is prohibited.
- (10) Garbage or litter dropped onto common property or limited common property from a strata lot is the responsibility of the owner, tenant, resident, occupant or guest, as the case may be, to clean up immediately.
- (11) Only artificial Christmas trees are permitted at Strata Corporation LMS 3942, THE LIONS. With the exception of the main lobbies of each tower and the Common Room, natural Christmas trees are not permitted.
- (12) Any election signage displayed inside a strata lot must strictly conform to Elections Canada, Elections BC or Municipal rules in effect at the time of the election.

INFORM STRATA CORPORATION

- 4. (1) Within two weeks of becoming an owner, an owner must notify the Strata Corporation of the name(s) of the owner(s) and any other occupants of the strata lot, the strata lot number and the mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, an owner must inform the Strata Corporation of the name(s) of the tenant(s), other occupants residing with the tenant(s) and the strata lot in which they reside.
- (3) On request by the strata corporation, a resident must inform the Strata Corporation of his or her name.
- (4) If an owner is using an agent for the purposes of renting out his or her strata lot(s), the owner must provide in writing:
 - (a) the name of the agent and of the agency, as well as the agent's address and telephone number; and
 - (b) authorization for the Strata Corporation to communicate with the agent regarding the strata lot(s).
- (5) If an owner does not reside in a strata lot, he or she must provide the Strata Corporation with the name, address and telephone number of an emergency contact person for the strata lot.

OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - * (a) the base building window installations and interior window coverings visible from the outside of THE LIONS must conform to the design and colour of those supplied originally by the developer;
 - (See: Footnote*, this page.)**
 - (b) (i) An owner must not install or cause to be installed any hard flooring surfaces, such as flooring made of hardwood, laminate, ceramic tile, marble, slate or any flooring other than carpet, in place of the carpeting that was originally installed in any strata lot (except the kitchen and bathrooms) when the building was constructed, without the prior approval of the Strata Council. Approval will not be unreasonably withheld but the Strata Council may impose terms in respect of the installation of any hard surface flooring.

* "Advantage 034 horizontal mini-blinds" are THE LIONS specification for most blinds. Supplier: ABC Blinds at 604-240-7872

- (ii) If approved and a replacement floor is a hardwood or laminate floor, it must be a “floating floor” and must be installed on a resilient subfloor.
 - (iii) The replacement floor must not in any way increase the noise transmission of noise from the strata lot in which the flooring has been replaced to any adjacent strata lots.
 - (iv) Violation of any Bylaws 5.(1)(b)(i), 5.(1)(b)(ii) and 5.(b)(iii) will result in the owner of the strata lot being directed to remove said replacement flooring and to replace it with the original type of flooring within a specified time.
- (c) the structure of a building;
 - (d) the exterior of a building;
 - (e) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (f) doors, windows or skylights on the exterior of a building or that front on the common property;
 - (g) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (h) common property located within the boundaries of a strata lot;
 - (i) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - * (j) or add to or alter the wiring, plumbing, piping or other services on a strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of strata council.
(See: Footnote* this page)
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including the maintenance and repair of the alteration, and to indemnify the Strata Corporation for any expenses in relation to or liabilities arising from the alteration.

OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including the maintenance and repair of the alteration, and to indemnify the strata corporation for any expenses in relation to or liabilities arising from the alteration.

PERMIT ENTRY TO A STRATA LOT

- 7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours’ written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If the Strata Corporation is unable to contact an owner or occupant of a strata lot in order to gain access to address an emergency arising from the lot, or, having given 48 hours’ notice in accordance with this Bylaw, to gain access to undertake annual review of the fire safety systems, diverter exchanges or the like, the strata corporation may use force to access the lot and the costs of same will be charged back to the owner or tenant of the lot.

Division 2 - Powers and Duties of Strata Corporation

REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 8. The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;

* Inherited from the Condominium Act, Part 5 - Bylaws, FORM 8, NOTIFICATION OF CHANGE OF BYLAWS (Section 26) Condominium Act, filed June 26, 1999.

- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 - Council

COUNCIL SIZE

9. The council must have at least 3 and not more than 7 members.

COUNCIL MEMBERS' TERMS

10. (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 (2) A person whose term as council member is ending is eligible for reelection.

REMOVING A COUNCIL MEMBER

11. (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
 (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

REPLACING A COUNCIL MEMBER

12. (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 (2) A replacement council member may be appointed from any person eligible to sit on the council.
 (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 (4) If all the members of the council resign or are unable or unwilling to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

OFFICERS

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

CALLING COUNCIL MEETINGS

14. (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

REQUISITION OF COUNCIL HEARINGS

15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

QUORUM

16. (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

COUNCIL MEETINGS

17. (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

VOTING AT COUNCIL MEETINGS

18. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

COUNCIL TO INFORM OWNERS OF MINUTES

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

DELEGATION OF COUNCIL'S POWERS AND DUTIES

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

SPENDING RESTRICTIONS

21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite Subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

LIMITATION ON LIABILITY OF COUNCIL MEMBER

22. (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

MAXIMUM FINE

23. Unless otherwise specified in these Bylaws, the strata corporation may fine an owner or tenant a maximum of;
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.

CONTINUING CONTRAVENTION

24. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

PERSON TO CHAIR MEETING

25. (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

26. (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at

- the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

VOTING

27. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

ORDER OF BUSINESS

28. (1) If within $\frac{1}{2}$ hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.
- (2) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year* in accordance with section 103 of the Act, if the meeting is an annual general meeting; **(See: Footnote *, this page)**
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the person nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

* At the second Annual General Meeting of Strata Corporation LMS 3942, held on Wednesday, December 13th, 2000, the following motion was passed unanimously: “. . . that the fiscal year of Strata Corporation LMS 3942 end on November 30 in each and every year.”

Division 7 - General Provisions

- 30.** Should any section of the bylaws be deemed to be unenforceable by a court of competent jurisdiction, then for the purpose of enforcement of the Bylaws each section and/or subsection shall be deemed a separate provision and severable, and the balance of the provisions in each section and/or subsection shall remain in full force and effect.
- 31.** (1) No signage shall be placed inside residential strata lots numbered 11 through 463 so that such signage is visible from outside such strata lot.
- (2) The owners of commercial strata lots numbered 1 through 10 shall:
- (a) be permitted to place such signage on the interior and exterior face of such strata lots on condition that such signage complies with the City of Vancouver sign bylaws and otherwise complies with the strata corporation's signage guidelines, and such strata lot owner shall be responsible for maintaining such signage in good condition on an ongoing basis;
 - (b) keep the inside and outside of all glass doors and windows in such strata lot clean and free of any signage unless approved in advance by the strata corporation and the exterior store front surface clean, and properly replace at its expense any cracked or broken window glass or entry door glass;
 - (c) not place any merchandise, displays or other material on any common property or limited common property without the consent of the strata corporation.
 - (b) keep the inside and outside of all glass doors and windows in such strata lot clean and free of any signage unless approved in advance by the strata corporation and the exterior store front surface clean, and properly replace at its expense any cracked or broken window glass or entry door glass;
 - (c) not place any merchandise, displays or other material on any common property or limited common property without the consent of the strata corporation.
- 32.1** A resident or visitor must not smoke:
- (a) in any of the buildings comprising the strata corporation;
 - (b) within six metres on the ground from a point directly below any point of any opening into any building comprising the strata corporation, including any door or window what opens or any air intake;
 - (c) in a customer service area; and
 - (d) within six metres of the perimeter of a customer service area.
- 32.2** Notwithstanding Bylaw **32.2(a)**, a resident or visitor may smoke in a strata lot.
- 32.3** The terms "smoke" and "customer service areas" have the meanings set out in the City of Vancouver Bylaw No. 9633, as amended.

Strata Property Act, Part 7, Section 125, Subsection (1)
**“The strata corporation may make rules governing the use, safety and
condition of the common property and common assets.”**

RULES

THE LIONS

STRATA COMMUNITY STANDARDS

- 1** (1.) Owners, tenants, residents, occupants and guests must endeavor to maintain a high standard of cleanliness, appearance and repair in their limited common property and common property around their strata lot(s).
- (2.) No personal items are to be left or stored in common hallways, walkways, lobbies or other areas of common property at any time.
- (3.) Nothing capable of hindering passage in any way may be placed in corridors, stairwells/fire escapes and other areas of common property.

SECURITY

- 2** (1.) No one should leave open, prop open, or other wise render insecure an outside entrance or fire exit door.
- (2.) Owners, tenants, residents, occupants and guests should not permit anyone unknown to them to gain entry to **THE LIONS** via a parkade gate, an outside entrance or while seeking entry by enterphone.
- (3.) Soliciting and/or canvassing within **THE LIONS** is not permitted under any circumstances.
- (4.) Loss or theft of building access disks, keys to locks on common property and garage door remote controls should be reported to the Concierge Staff or Building Manager immediately.
- (5.) Only one garage door remote control will be issued per assigned parking stall.
- (6.) Think **Security, Security, Security !**

GARBAGE

- 3** (1.) **NON-RECYCLABLES.** Normal household garbage, refuse and other non-recyclables must be sorted from recyclables, bagged, tied and deposited in the compactor, as per the instructions on the machine. East and West tower strata lots may use the compactor located in that tower’s garbage room. **Absolutely no sand, wood or metal.**
- (2.) **RECYCLABLES** must be deposited in
- (a) the blue **newsprint** bin in the recycle room. **NO PLASTIC BAGS.**
- (b) the blue **paper products** bin in the recycle room. **NO PLASTIC BAGS.**
- (c) the blue **clean containers** bin in the recycle room. Rinsed metal cans, rinsed glass bottles, rinsed jars and rinsed plastic bottles **#1, #2, #4 & #5. NO PLASTIC BAGS. NO paper, dishes or #3, #6 & #7 plastics.**
- (d) **corrugated cardboard** boxes should be flattened and deposited in **yellow dumpsters. No other garbage or recyclables** under any circumstances.

before they are deposited in the appropriate blue container in each tower’s recycle room.

- (3.) To prevent production and accumulation of odors, recyclable containers should be rinsed
- (4.) No garbage is to be left in stairwells, hallways or any other areas of common property.
- (5.) Garbage and litter dropped onto common property or limited common property from a strata lot is the responsibility of the owner, tenant, resident, occupant or guest, as the case may be, to clean up . . . immediately!
- (6.) Under no circumstance are garbage, boxes, auto related or any other items to be left or stored in the underground parking area or any other part of the common property.

PARKING

- 4** (1.) Guest parking in the designated visitor's stalls of **THE LIONS** is on a "first come, first served" basis, save where otherwise posted.
- (2.) Service and trades vehicles may park along the north wall of the P-1 Broughton Street entrance area for short periods of time after first so notifying the Resident Manager.
 - (3.) Parking on a regular basis (daily, weekly or monthly) in parking spaces on levels P-2 through P-5, assigned to **LIONS** strata lots, is limited to the vehicles of residents of **THE LIONS** and may be rented only to residents of **THE LIONS**.
 - (4.) No vehicles shall park in a manner which effectively reduces the width of the garage roadways, ramps, parking stalls and stairwell exitways. Vehicles found parked in this manner may be towed without notice.
 - (5.) Under no circumstances shall an owner, tenant, resident, occupant, guest or lessee of a parking stall park therein a motor home, boat, trailer, tractor or equipment of any kind. Such items will be removed at the expense of the owner, tenant, resident, occupant, guest or lessee of a parking stall as the case may be.
 - (6.) Parking in the crescent driveway between the East and West towers of **THE LIONS** is limited to authorized move-in/move-out vehicles and authorized service vehicles. Unauthorized vehicles are limited to pick-up or drop-off stops for a **maximum** of twenty minutes, twenty-four hours a day, seven days a week. Unauthorized vehicles remaining in the crescent driveway for more than twenty minutes may be towed at the owner's expense. The towing company's phone number is 604-685-8181 (Busters Towing, 104 East 1st Avenue).

BICYCLES, ROLLER BLADES, SKATEBOARDS, etc.

- 5** (1.) Entry to **THE LIONS** for bicycles shall be through the Jervis and Broughton Street parking entrances only.
- (2.) Bicycles may not be ridden or wheeled in any common areas other than parking levels P-1 through P-5.
 - (3.) Bicycle storage is limited to:
 - (a) Designated bicycle storage enclosures
 - (b) Assigned storage lockers (P-1 and P-5 parking levels)
 - (c) A bicycle owner's strata lot of residence upon receipt of written approval from the Strata Council as a consequence of written application to the Strata Council for such approval.
 - (4.) Roller blades, skate boards, scooters and like wheeled recreational devices must not be used or worn in common areas. Such items must be carried while in transit through common areas, most particularly in lobbies and halls.

RESALE AND RENTAL OF STRATA LOTS

- 6** (1.) Posting of **For Sale** or **For Rent** notices and/or information on common property is limited to the display cases near the mail boxes in each tower.

- (2.) Viewing of strata lots for rent or for sale must be by appointment only. No “Open House” showings are permitted.
- (3.) Throughout the viewing process prospective purchasers or tenants viewing strata lots must be accompanied by the owner or the owner’s agent, from time of entry to **THE LIONS** to time of exit from **THE LIONS**.

USE OF COMMON FACILITIES AND AMENITIES

- 7** (1.) “Exclusive use” Booking for **THE LIONS** Common Facilities. (See: APPENDIX A, pages 13 and 14.)
- (2.) Guest Suite Rental, booking form. (See: APPENDIX B, pages 15 and 16.)
- (3.) a. Fitness Centre Etiquette. (See: APPENDIX C, page 17.)
 - b. Users of the Fitness Centre are expected to observe posted ‘Fitness Centre Etiquette’.
 - c. The Fitness Centre is a private facility for the use of residents of **THE LIONS** only.
 - d. At no time may children be in the Fitness Centre without responsible adult supervision. Residents of **THE LIONS** are responsible for the conduct and safety of children they bring to the Fitness Centre.
- (4.) a. The Etiquette of Billiards. (See: Appendix D, page 18.)
 - b. Users of the Common Room Billiard tables are expected to observe posted ‘Etiquette of Billiards’.

VARIOUS

- 8** (1.) Sandwich boards and similar signs may not be placed on common property or limited common property.
- (2.) All replacement suite number identification plaques or numerals must be replaced at the owner’s expense with an identical plaque or individual numeral(s) as the case may be.*

** If suite number plaques fall off (it happens!) pass them to the Resident Manager and they will be re-installed for you. Discard them and the cost of replacement will be charged to your suite.*

**APPENDICES A, B, C & D ARE AN INTEGRAL PART OF
“RULES”, THE LIONS, STRATA CORPORATION LMS 3942.**