



This is the 1st Affidavit of Denise Brackstone in this case and was made on November 29, 2021

No. S217956 VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN LMS 992

PETITIONERS

AND:

KENNETH KWOK YING CHAN, WEI LIN YUEN CHAN, CHE WING CHAN, YAT SIN WONG ARDESHIR SOLTANI RAZAGH SARAB, 0837963 B.C. LTD

RESPONDENTS

AFFIDAVIT

I, Denise Brackstone, Legal Assistant, of Suite #301 – 2609 Westview Drive, in the City of North Vancouver, Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

- 1. I am a Legal Assistant with the firm of Pettit and Company, Solicitor for the Respondents, and as such, have personal knowledge of the facts and matters hereinafter referred to, save and except where such facts and matters are stated to be made upon information and belief, and as to such facts and matters, I verily believe them to be true.
2. Attached hereto and marked Exhibit "A" to this, my affidavit, is a true copy of a November 10, 2021 email of Reza (Ray) Kodabash to Counsel for the Respondents.
3. Attached hereto and marked Exhibit "B" to this my affidavit, is a true copy of a Land Title Office Search for LMS 992.
4. Attached hereto and marked Exhibit "C" to this my affidavit, is a true copy of the LMS 992 Bylaws and its amendments as filed at the Land Title Office.

SWORN BEFORE ME at North Vancouver, British Columbia on 29th day of November, 2021.

[Signature] A commissioner for taking affidavits for British Columbia

)
Denise Brackstone

MICHAEL J. ZIMMERMAN Barrister & Solicitor PETTIT AND COMPANY #301 – 2609 WESTVIEW DRIVE NORTH VANCOUVER, B.C. V7N 4M2 TEL: 604-998-0901 FAX: 604-998-0920

This is **Exhibit "A"** referred to in the Affidavit #1 of Denise  
Brackstone Sworn to before me this 29 November 2021

M. 3

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A commissioner for taking Affidavits within British Columbia

**From:** Reza(Ray) Kodabash <rkodabash@gmail.com>  
**Sent:** Wednesday, November 10, 2021 2:48 PM  
**To:** Claire Armstrong <carmstrong@pettitandco.com>  
**Cc:** Adi Soltani <adipolo@hotmail.com>  
**Subject:** Re: 3384 VANNESS AVE

Hi Claire,

I'm the listing agent representing my seller ( Adi) in dealing with buyers or buyer agents.

The buyer agent who sent this offer (Michael Yang) sent this offer without any previous inquiry about the property. I called him right away and asked if he or his buyer is aware of the wind-up process happening in this strata and the challenges. He had no knowledge, was not aware of anything, and after explaining the situation he asked me twice to ignore the offer and not to present it to my seller (Adi). I forward it later to Adi, just for his records.

Sincerely,

**Ray(Reza) Kodabash**  
**Cell: 604-916-7212**  
[rkodabash@gmail.com](mailto:rkodabash@gmail.com)  
[ray@raykodabash.com](mailto:ray@raykodabash.com)

[www.RayKodabash.com](http://www.RayKodabash.com)



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This is **Exhibit "B"** referred to in the Affidavit #1 of Denise  
Brackstone sworn to before me this 29 November 2021

A handwritten signature in blue ink, appearing to be 'M. J.', written over a horizontal line.

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A commissioner for taking Affidavits within British Columbia

The requested index search results are displayed below.



2021-11-29 10:29:49

### Index Search Results

Requestor: Claire Armstrong

File Reference: 3576

15 search results found

### Strata Plan General Index for Strata Plan Number LMS992

Document Number	Type/Remarks	Date Received	Pages	Status
CA8291720	MAILING ADDRESS	2020-07-09	2	Found.
CA4288200	STRATA PLAN BY-LAWS	2015-03-18	2	Found.
CA3769262	STRATA PLAN BY-LAWS	2014-06-09	2	Found.
CA3769289	MAILING ADDRESS	2014-06-09	2	Found.
BB40061	MAILING ADDRESS	2010-01-21	2	Found.
BB1100290	MAILING ADDRESS	2009-09-01	2	Found.
BB117652	MAILING ADDRESS	2007-09-12	2	Found.
BV62821	STRATA PLAN BY-LAWS	2003-02-21	4	Found.
BT459442	STRATA PLAN BY-LAWS	2002-12-13	4	Found.
BT75741	STRATA PLAN BY-LAWS NOTIFICATION OF CHANGE OF BYLAWS	2002-03-05	27	Found.
BR123217	MAILING ADDRESS	2001-05-24	2	Found.
BL75634	STRATA PLAN BY-LAWS	1997-03-03	3	Found.
BL75633	STRATA PLAN BY-LAWS	1997-03-03	3	Found.
BH448342	STRATA PLAN BY-LAWS	1994-12-19	-	Document will be scanned.
BG319852	STRATA PLAN BY-LAWS	1993-09-03	-	Document will be scanned.

This is **Exhibit "C"** referred to in the Affidavit #1 of Denise  
Brackstone sworn to before me this 29 November 2021

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A commissioner for taking Affidavits within British Columbia

-5 MAR 2002 15 04

BT075741


March 4, 2002

**REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, B.C.**

Please receive herewith the following document(s) for filing

14 02/03/05 15:04:25 02 LH 352466  
DOC FILE \$20.00

Form I, Amendment to Bylaws, for Strata Plan LMS-992

  
\_\_\_\_\_  
Joseph Tsang, Senior Property Manager  
**Rancho Management Services (B.C.) Ltd.**  
701-1190 Hornby Street, Vancouver, BC  
V6Z 2K5 (604) 684-4508

**DYE & DURHAM CLIENT No. 11061  
SURVEY DEPT.**

FORMS\REGISTER

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

The Owners, Strata Plan LMS992 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 29th, 2002:

*[See Attached]*

*Luz A. Hughes* *Luz A. HUGHES*  
Signature of Council Member

*Chan Yin Bing (Fiona)*  
Signature of Second Council Member  
(not required if council consists of only one member)



**BY-LAWS**  
**STRATA PLAN LMS992**  
**JOYCE PLACE**

**3380 Vanness Street  
Vancouver, B.C.  
V5R 5A8**

**\* \* \***

**The attached bylaws for "Joyce Place" are in addition to those bylaws contained in Schedule of Standard Bylaws of the Strata Property Act of B.C. In addition to bylaws, there could also be "Rules and Regulations" which are not registered at the Land Titles Office, but are attached herein. For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

**UPDATED: 02/04/02**

**B-COVER/LMS992**

**"JOYCE PLACE"**  
**STRATA CORPORATION LMS-992**  
**3362 - 3384 VANNESS STREET, VANCOUVER, B.C.**

**BYLAWS**

**1. Monthly Maintenance Payments/Special Assessments**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per year, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$25.00 for each contravention of subsection (1).  
Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$25.00 and an administration charge of \$10.00. Any further infraction will be assessed at the Council's discretion.
- (3) Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
- (4) When arrears exceed three (3) months of maintenance fees, a lien will be placed on the strata lot involved at the owner's expense, including all legal and other expenses.
- (5) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to spend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

**2. Repair and Maintenance of Property by Owner**

- (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. Use and Enjoyment of Strata Lots, Common Property and Common Facilities**

- (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,

**Strata Plan LMS992  
"Joyce Place"**

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- (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy 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;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one (1) dog and up to two (2) cats.
- (5) The Strata Lot shall be used exclusively as a private dwelling home, with the exception of Strata Lots designated as non-residential Strata Lots. The residential Strata shall be occupied as a single family residence.
- (a) The maximum number of occupants allowed in a 1 Bedroom Suite is four (4).
  - (b) The maximum number of occupants allowed in a 2 Bedroom Suite is six (6).
  - (c) The maximum number of occupants allowed in a 3 Bedroom Suite is eight (8).
  - (d) A person is defined as an occupant if they live in the suite for over thirty (30) days.
- (6) No resident/visitor shall operate a commercial or public business in any residential Strata Lot.
- (7) No Resident/Visitor shall do anything, omit to do anything or permit anything to be done in the strata lot or common property which may be illegal or contrary to any provisions, rules or ordinances of any government statute, municipal bylaw or these bylaws or is injurious to the reputation of the Strata Plan and/or its Owners/Occupants.
- (8) An Owner or Occupant may keep plants on his Strata Lot and in areas of Limited Common Property designated for his exclusive use provided that such plants will have no adverse effect on other Occupants of the Strata Plan or on the Common Property or the Common Facilities and Council may from time to time regulate the type of gardening permitted in the areas of Limited Common Property.

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"Joyce Place"**

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**4. Inform the Strata Corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, mailing address, phone number with area code and e-mail if they have one. Owners whose property is administered by a management company must forward this information to the Strata Council or have their management company do so.
- (2) On request by the Strata Corporation, an owner who rents to a tenant must inform the Strata Corporation of his tenant's name and phone number.

**5. Obtain Approval Before Altering a Strata Lot**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
  - (h) wiring, plumbing, piping, heating, air conditioning and other services inside the wall of the building.
- (2) **Renovations/Alterations**
  - (a) An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbounded tradespersons will result in the levy of fines.
  - (b) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
  - (c) A resident must be responsible to ensure:
    - i) that the hours of work are restricted to 8:00 a.m. to 8:00 p.m., Mondays through Fridays, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays.
    - ii) The owner doing renovations shall provide 24 hours notice of renovations in the building elevator as a courtesy to other residents.

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"Joyce Place"**

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- (d) An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the Strata Council.
  - (e) An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
  - (f) An owner in contravention of this bylaw shall be subject to a fine of \$50.00 for each contravention, as well as be responsible for any clean up or repair costs.
- (3) The Strata Corporation must not unreasonably withhold its approval under this bylaw, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

**6. Obtain Approval Before Altering Common Property**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.
- (4) An owner, as part of his/her application to the strata corporation for permission to alter common property, limited common property or common assets, must:
  - (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
    - (i) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
    - (ii) that the standard of work and materials be not less than that of the existing structures;
    - (iii) that all work and materials necessary for the alteration be at the sole expense of the owner;
    - (iv) that the owner from the time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and

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"Joyce Place"**

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replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

- (v) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from the time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become payable on the due date of payment of monthly strata fees.
- (5) An owner who, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

**7. Permit Entry to Strata Lot**

- (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 24 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 subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

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"Joyce Place"**

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

**8. Duties and Powers of the Strata Corporation**

1. The strata corporation must repair and maintain all of the following:
  - (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on common property; excluding windows and doors which are included in a strata lot;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) fences, railings and similar structures that enclose patios, balconies and yards.

**Division 3 – Council**

**9. Council Size**

- (1) Subject to subsection (b), the Council must have at least 3 and not more than 7 members.
- (2)
  - (a) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

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"Joyce Place"**

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- (b) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- (c) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

**10. Council Member Terms**

- (1) The term of office of a Council member ends at the end of the Annual General meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

**11. Removing Council Member**

- (1) Unless all the owners are on the council, the strata corporation may, by resolution passed by a two-thirds (2/3) vote at a special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the strata corporation may hold an election at the same special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (3) If the strata corporation removes all of the council members, the strata corporation must hold an election at the same special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- (4) The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- (5) A replacement council member appointed pursuant to bylaws 2 and 4 may be appointed from any person eligible to sit on the council.

**12. Replacing Council Member**

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



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"Joyce Place"

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- (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 unwilling or unable to act, 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.

13. **Officers**

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council may 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 office of President and Vice President.
- (3) The Vice President has the powers and duties of the President
  - (a) while the President is absent or is unwilling or unable to act, or
  - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the term.
- (5) At meetings of the Council all matters will be determined by simple majority vote, and the chair will have a casting vote in addition to his original vote if there is a tie.

14. **Calling Council Meetings**

- (1) Only the Council President may call a Council meeting by giving the other Council Members at least seven (7) days notice of the meeting and specifying the reason for calling the meeting.
- (2) The notice has to be in writing.
- (3) A Council meeting may be held on less than seven (7) days 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.

15. **Requisition of a Council Hearing**

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

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"Joyce Place"**

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- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant at the next scheduled Council meeting.
- (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 two (2) weeks of the hearing.

**16. Quorum of Council**

- (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.

**17. Council Meetings**

- (1) At the option of the Council, Council meetings may be held by electronic means, as 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) Council members, except for previously approved presentations and hearings, are the only persons permitted to attend Strata Council meetings.
- (4) The Strata Council may regulate its meetings as it sees fit to do so.

**18. Voting at Council Meetings**

- (1) At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.
- (2) If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) All resolutions of the Council will be effective when passed and will then be circulated to the Owners, but failure to circulate a resolution passed by the Council will not affect the validity of such resolution.

**19. Council to Inform Owners of Minutes**

- (1) An owner may request a copy of the minutes of any Strata Council Meeting from the Property Manager's office, or obtain a copy from the internet two (2) weeks after a Council Meeting.

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"Joyce Place"**

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**20. Delegation of Powers and Duties**

- (1) Subject to subsections (1-4), 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 privileges of 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).
  - (c) All delegated spending must be invoiced or billed, and receipted.
- (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 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.

**21. Spending Restrictions**

- (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.

**22. Limitation on Liability of Council Member**

- (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 judgement against the Strata Corporation.

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"Joyce Place"

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#### Division 4 - Enforcement of Bylaws and Rules

##### 23. Maximum Fine

- (1) Any infraction or violation of these Bylaws or any Rules or Regulations established pursuant to these Bylaws on the part of any Owner, his Family, Guests, Agents, Tenants or Occupants may be corrected, remedied or cured by the Corporation. Any costs or expense so incurred by the Corporation will be charged to that Owner and will be added to and become a part of the monthly maintenance fee of that Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly maintenance. (See Section 1 "Monthly Maintenance", item (4))
- (2) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (3) The maximum fine chargeable by the Strata Corporation is up to \$200.00 for a contravention of a Bylaw and up to \$50.00 for contravention of a rule. The maximum frequency that a Strata Corporation may fine for a continuing contravention is every 7 days.

##### 24. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

#### Division 5 - Annual and Special General Meetings

##### 25. Person to Chair Meeting

- (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, eligible to vote who are present at the meeting.

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**26. Participation by Other than Eligible Votes**

- (1) Any person may attend Annual and Special General Meetings if they have either a valid proxy or have been assigned the landlords rights.
- (2) Only eligible voters and spouses of eligible voters may attend Annual and Special general Meetings.

**27. Voting**

- (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. A secret ballot requested by any voting member must be granted.
- (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) Despite anything in this section, an election of Council must be held by secret ballot if the secret ballot is requested by an eligible voter.
- (7) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

**28. Order of Business**

- (1) The order of business at Annual and Special General meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) 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;

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- (g) 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;
- (h) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (l) elect a Council, if the Meeting is an Annual General Meeting;
- (m) adjourn the meeting.

**29. Building Security**

Security of this building cannot be maintained without the full cooperation and observance of these Bylaws by all Owners/Occupants.

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit doors.
- (2) 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.
- (3) No one shall let a stranger into the building by way of the enterphone, nor when entering themselves.
- (4) Residents should report to the Management Company or the police any suspicious person(s) in or around the building.
- (5) All keys to locks on the Common Property are common property and will be made and issued only with the authority of the Council for the Strata Corporation.
- (6) Additional/replacement keys and garage transmitters may be obtained by a registered Owner or a registered Tenant. The keys and garage transmitters will be issued by the Management Company under the authority of the Council at a cost to be determined from time to time by Council.
- (7) All garage transmitters and common area keys lost/stolen shall be reported to the Corporation immediately. In order to discourage losses of keys or garage transmitters, the Strata Council will set a levy for replacements.
- (8) No soliciting will be permitted within the Strata Plan under any circumstances.

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**30. Signs**

- (1) No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the common property, common assets or a strata lot without the written consent of the Strata Council, with the exception of real estate signs.
- (2) No real estate signs or notices are permitted to be placed in a Strata Lot, on Common Area windows or on Common Property, except in designated areas approved by Strata Council.

**31. Damage to Common Property, Assets and Common Facilities**

- (1) No Owner/Resident/Guest shall do or cause anything to be done on the Common Property likely to damage plants, bushes, flowers, lawns, and lights. No chairs, tables or other objects shall be placed on the lawn that are likely to damage the lawn or prevent its reasonable growth.
- (2) 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 an insurance coverage and will be charged to the owner.
- (3) No children are allowed to play on the common property or land that is a common asset unless under the supervision of a responsible adult at all times. The Strata Corporation will not be held liable for any injuries and excludes itself from liability by means of this bylaw.

**32. Hazards and Insurance**

- (1) Absolutely no garbage is to be placed in the stairwells/fire escapes.
- (2) No material, substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, or any other part of the Strata Lot or Common Property.
- (3) 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.
- (4) Smoking or consumption of alcohol is not permitted in any of the indoors common areas, including the elevators and lobbies.
- (5) Owners are responsible for any damage caused by waterbeds, an appliance or other fixtures within their Strata Lot.
- (6) All freshly cut Christmas trees are prohibited in the building. Outdoor Christmas lights are permitted but not before December 1st and not after February 1st.

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- (7) No Owner/Occupant shall do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closure; by blocking the doors open; and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (8) Storage of toxic, offensive or hazardous materials not used for normal household purposes is prohibited. Materials which could give off flammable vapor, such as gasoline, solvents, paints (industrial), and the like shall not be stored in the Strata Lot.
- (9) No Persons/Owner/Occupant/Visitor shall be allowed to play, use skateboards, ride bicycles, use rollerblades/skates in the underground parking areas, common entrances, traffic circles or in front of any automatic gate, at any time.
- (10) No firearms or ammunition shall be kept within the building without prior written approval from the Council.
- (11) Owner/Occupants will endeavor to protect the Strata Lots and Common Property from all hazards and will not do any act or thing or fail or neglect to do any act or thing which would or could present a hazard to the Strata Plan or its Occupants.
- (12) Owner/Occupants will not permit explosives, combustible, flammable or offensive materials to be stored on their Strata Lot or on the Common Property.
- (13) Owner/occupants will endeavor to prevent the escape of any explosive, combustible, flammable or noxious fume material from their Strata lot.
- (14) Owner/Occupants shall not do any act or thing or neglect or fail to do any act or thing or permit anything to be done which would or could increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the building or any part thereof paid by the Corporation.
- (15) Each Owner/Occupant shall endeavor to conserve the plumbing and electrical systems of the building, and any damage to any of these systems caused by the wrongful act or neglect of any Owner/Occupant/Guest shall be repaired at the expense of such Owner. No Owner shall permit a condition to exist within his Strata Lot, which will result in wasting or excessive consumption of domestic water supply, heating water.
- (16) 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 at the Occupant's expense.
- (17) The Strata Corporation must insure against major perils, including, without limitation, earthquakes.
- (18) Unoccupied Strata Lots must be inspected frequently by the owner or his/her agents at the Owner's expense. Any damages to Common Property from the unoccupied Strata Lot will be the responsibility of the Owner. The frequency of the inspection should be on a monthly basis or otherwise designated by Council.
- (19) In the event that the loss or damage is caused by the individual strata lot owner, or its occupants, the deductible portion of an insurance claim shall be paid by the individual strata lot owner in whose lot the cause of the damage originated.



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**33. Vehicles and Parking**

- (1) An Owner/Occupant shall use the parking space(s) which has (have) been specifically assigned to his/her Strata Lot for one vehicle per stall, save and except for private arrangements with other Owners for the use of parking spaces assigned to such Owners.
- (2) The parking spaces assigned to a Strata Lot shall not be rented or leased to non-residents.
- (3) 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 Common Property.
- (4) Vehicles found in unallocated spaces will be removed immediately, without notice, at the Owner's sole expense.
- (5) No vehicles shall park in a manner which will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Vehicles found parked in this manner shall, without notice, be removed at the Owner's expense.
- (6) Parking spaces are not to be used for storage of any kind, no exceptions.
- (7) 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.
- (8) Oil leaks and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner(s). Owners of vehicles causing oil staining shall at the Corporation's notification, clean up all drippings, or on failure to do so in seven (7) days notice, the Corporation will have the leak stain cleaned up and the cost of such clean up will be assessed to the Owner.
- (9) Only motorized, currently licensed and/or insured and operational vehicles shall be parked on 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 \$2,000,000.00 liability) will be towed away at the Owner's expense, immediately without notice.
- (10) An Owner/Occupant who has an unauthorized vehicle parked on his/her assigned parking stall must contact the Building Manager or Property Manager or may have the vehicle towed away at the vehicle owner's expense.
- (11) The speed limit within the Common Property shall be no more than 15 km/h.
- (12) No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata Plan.
- (13) An Owner/Occupant shall not wash vehicles on the driveways, parkade ramps and/or on or near the entrance ways.
- (14) Fire lanes must not be obstructed at any time. Towing will be done immediately, without notice, to any vehicle violating this bylaw. The expense shall be borne solely upon the motor vehicle Owner.
- (15) Vehicles should not be left running for more than fifteen (15) minutes.

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**34. Balconies and Patios**

- (1) All Owners/residents are responsible for the cleaning, good appearance (i.e. proper drainage) of their balconies, if applicable, at all times. Owners/occupants are responsible for keeping the drains clean and are responsible for contacting the Strata Council if problems exist.
- (2) Repair of windows is the owner's responsibility as well as the cleaning of accessible windows.
- (3) Balconies and patios shall not be used for unsightly storage. Any such items must be removed at the direction of Council within 14 days.
- (4) No propane and gas heaters are to be used on balconies without prior written approval from Council.

**35. Cleanliness and Community Standards**

- (1) Owners and Residents must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his/her strata lot as determined time to time by the Strata Council.
- (2) No personal items may be left or stored in any common hallway, walkways, lobbies or landings at any time, including without limitation, toys, bicycles or walkers, furniture, clothing. In addition to detracting from the overall appearance of the complex, these items also pose a safety hazard and are a breach of the fire code.
- (3) The Resident shall not allow his/her strata lot to become a health/safety hazard. If the Strata Council deems a strata lot to be a health/safety hazard, the Council will, at its discretion, have the strata lot brought up to standard, at the Owner's sole expense. The Strata Corporation may not enter a strata lot without permission and must give notice unless it is an emergency.

**36. Garbage**

- (1) Ordinary household refuse and garbage will be removed from each Strata Lot by the Owner/Resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the Owner/ Resident and will be removed from the Strata Plan at the expense of or by the Owner/Resident.
- (2) All garbage shall be properly bagged and securely tied in plastic bags before being taken to be placed in the garbage receptacles. Empty cardboard boxes will be collapsed before they are placed into the garbage container specifically for cardboard.
- (3) Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/Resident and must be tidied up by the Owner/Resident as soon as possible.

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- (4) At no time will rubbish, old mattresses, furniture, appliances, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways or any other part of the Common Property.
- (5) No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
- (6) No garbage is to be left outside strata lots or in the hallways on any floor of the building.

**37. Exterior Appearance - Maintenance/Alterations**

- (1) No fences or other fixtures of any kind shall be erected on the Common Property or external to a Strata Lot without the prior written consent of the Strata Council.
- (2) Metallicized or reflective coatings are not permitted on glass windows or doors.
- (3) No radio or television antenna or similar structure or appurtenance shall be hung from, erected on or attached to the exterior of the Strata Lot, including satellite dish.
- (4) No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the Strata Lot or Common Property so that they are visible.
- (5) No Owner/Occupant shall install window coverings which are visible from the exterior of the Strata Lot which will detract from the conformity of the building. No awnings or shades shall be erected over and outside of those windows visible from the common property. Any owner wishing to do so should submit designs or plans to the Council outlining the materials to be used. Only white or off-white coloured drape coverings or blinds will be permitted. Any owner wishing to have different window coverings must get prior approval from Strata Council.
- (6) The use of bird feeders of any form on the outside of the building is strictly prohibited.
- (7) The exterior appearance of the buildings will not be altered by painting of wood, iron work or concrete.

**38. Disturbance of Others - Noise and Nuisance**

- (1) An Owner shall not permit any occupant or guest of his/her Strata Lot to make undue noise or disturbance in or about the Strata Lot or on the Common Property which interferes unreasonably with the enjoyment by others in other Strata Lots or on Common Property.
- (2) No instrument, sound reproduction equipment, wind chime 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, use and enjoyment of other Owners/Residents.
- (3) Sound reproduction shall be restricted so as not to disturb other Owners/Residents.
- (4) No soliciting will be permitted within the Strata Plan. The only exception being federal or provincial election canvassing/canvassers.

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- (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 patios/balconies of a Strata Lot.
- (6) No loitering, games or running is allowed in the corridors, stairways, lobby and/or exterior common areas.

**39. Bicycles, Rollerblades, Rollerskating, Skateboards**

- (1) Bicycles, skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.

**40. Correspondence**

- (1) Communication between Owners and Council shall be in writing; signed by the Owner and shall be directed to the managing agent.
- (2) Strata Council will consider written request/complaint submissions at the next meeting of Council, and report the results within two (2) weeks after the meeting/deliberation at which the submission was considered.
- (3) Any consent, approval, or permission given under these rules and regulations by the Strata Council:
  - (a) may be given by the managing agent of the Strata Council; and
  - (b) must be in writing; and
  - (c) shall be revocable at any time after due notice.

**41. Moving In/Out**

- (1) **Move-In/Move-Out Procedure**

All residents moving into or out of the building, must contact the building manager 48 hours in advance of the move to book the elevator and make arrangements to obtain the elevator key (\$25.00 deposit). Residents moving are responsible to remedy any mess and/or damage associated with their move. Failure to comply will result in charges to the owner's account. Please note that failure to book the elevator 48 hours in advance will result in a \$100.00 fine plus any additional charges levied by the elevator company.

Only one (1) elevator (Elevator #1) for move-ins/outs can be used at one time and no moving after 8:30 p.m.

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**(2) Move-In Fee**

All new owners/tenants moving into Joyce Place, Strata Corporation LMS-992, must pay a one-time non-refundable move-in fee of \$100.00 payable to the Strata Corporation upon move-in date. This non-refundable fee is used to offset accidental damage done to the common areas when moving into the project. Any direct damage caused by a resident moving into the project will result in the resident being assessed the cost of remedying this damage. The amount of the move-in fee does not limit the amount of liability for damage caused on a move-in. Move-in is defined as moving furniture into the building.

All residents moving into the building must book their move-ins to occur when the building manager is on duty. Residents can book their moves by calling 48 hours in advance. Please note that if a resident wishes to move in when the building manager is not on duty they will be responsible for paying the Strata Corporation's additional charges for supervising the move. This amount will be in addition to the one time move-in fee of \$100.00.

Please also note that any resident wishing to move into the building must pay a refundable \$100.00 deposit before they will be given access to the building's move-in elevator. This refundable deposit will be returned by the Building Manager once the residents' move is complete, and it is confirmed that there has been no direct damages to the common areas of Joyce Place.

- (3) During the move, all common area doors must remain closed and locked when unattended.
- (4) Owners will be responsible for any Occupant in their Strata Lot moving in or out of the building and will be responsible for any damage to Common Property.

**42. Renting and Rental Restrictions**

- (1) The maximum number of strata lots that may be leased by the owners shall be 10% (ten percent).
- (2) "Lease" when used in this bylaw, includes an initial tenancy of not less than six (6) calendar months.
- (3) Should the number of strata lots that are presently leased exceed the limitation established by the Strata Corporation pursuant to this bylaw, those strata lots will be permitted to continue to be leased, but at the time of sale of such strata lot(s), this permission shall terminate automatically and without condition.
- (4) Any owner who leases a strata lot without first obtaining a lease permit pursuant to this bylaw or who continues to lease a strata lot after the cancellation, without replacement of a lease permit issued with respect to that strata lot shall be liable to pay to the Strata Corporation a fine in the amount of \$150.00 for each week during which the strata lot is leased.

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- (5) An owner who wishes to lease a strata lot shall first obtain approval from the Strata Council. The owner shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation, a written request for a lease permit.
- (6) No owner's application to rent or lease a strata lot shall be considered by Council unless the owner has paid all maintenance fees/special levies at any time levied against the proposed rental unit, including all outstanding fines.
- (7) Upon receipt of a written request for a lease permit from an owner, the Strata Council or Property Manager shall respond to the request in writing within two (2) weeks, indicating if a request is approved or the request is put on a waiting list.
- (8) If an owner wishes a hearing, the Strata Corporation must hear the owner within three (3) weeks after the date the written application is given to the Strata Corporation. A written decision will be given to the owner within one (1) week after the hearing is held.
- (9) An exemption granted by the Strata Corporation will be for a period of twelve (12) months only.
- (10) The Strata Council or Property Manager shall maintain a list of rental requests in sequence of date requested.
- (11) In accordance with section 146 of the Strata Property Act, an owner who leases his/her strata lot shall provide to the Strata Corporation a form "K" signed by the tenant within two (2) weeks of renting all or part of a residential strata lot. Failure to comply with this section shall be fined in the amount of \$100.00 against the strata lot for each month and thereafter so long as the form remains outstanding.
- (12) All owners are responsible for their tenant's action and any fines levied due to the tenant's non-compliance of the Strata Corporation's Bylaws will be charged to the owner's strata account.
- (13) Any owner leasing his/her strata lot will be charged \$100.00 for move-in/move-out costs. This fee will be levied upon the move-in and will be issued to help defray maintenance costs and will be charged automatically to the owner's maintenance fee account. This fee does not in any way limit the liability for damages to common areas caused during a move-in/move-out.
- (14) The Strata Corporation shall have the right to terminate the tenancy of any tenant that the Strata Corporation considers objectionable or a nuisance. This is in accordance with section 138 of the Strata Property Act.

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- (15) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to court action. The Strata Council will undertake all legal proceedings required for the forceful eviction of the tenant and all legal and other costs incurred will be charged to the strata lot owner.

**43. Elevator Shaft**

- (1) If an article is accidentally dropped down the elevator shafts the Owner will be responsible for calling the elevator company or wait until the elevator is serviced to have it retrieved.

**44. Smoking**

- (1) There is no smoking permitted in any of the Common Areas by any resident or visitor.  
(2) No cigarette butts shall be thrown over the balcony.

**45. Waterbeds**

- (1) Owners are responsible for any damage resulting from any leakage.

**46. Rules and Regulations**

- (1) Bylaws are passed by a  $\frac{3}{4}$  vote of the owners and deal with matters involving common property and strata lots. Bylaws provide for the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the strata corporation and for the administration of the Strata Corporation. Rules are passed by a majority vote of the strata council and deal with common property only, not strata lots. Rules govern the use, safety and condition of the common property and common assets. Rules must be ratified by a majority vote of the owners at the next following meeting after they are passed by the strata council. If they are not ratified, they cease to exist, unless they are brought in again by a majority vote of council.

Bylaws are filed in the Land Title Office. Rules are not filed. Rules are governed by section 125 of the Strata Property Act.

- (2) The Strata Council (or the Property Manager at the discretion of Council) shall keep an up-to-date list of Strata rules for Joyce Place.

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**47. Records of Parking Lots and Storage Lots**

- (1) The landlord, or the Property Manager on a landlord's behalf, shall provide the Council with a regularly updated list of:
  - (a) the name of the suite occupant and vehicle license number of the person using a parkade lot assigned to the suite;
  - (b) the name and suite of the occupant using the storage locker lot assigned to the suite.

**48. Arrears in Strata Fees or Special Levies**

- (1) The Strata Council may, at its discretion, take action against any owner to recover any arrears in Strata fees or special levies (duly approved in general meetings of the Strata LMS-992) without need to convene a further meeting of the Owners.

**49. Pet Restrictions**

- (1) No exotic pets such as snakes will be permitted within the building.
- (2) An Owner/Resident must keep his/her pet within his/her Strata Lot and under his/her control and under no circumstances are pets to be kept on Common Property or in Common Facilities.
- (3) An Owner/Resident will not permit his/her pet to travel on Common Property unless the pet is leashed (leash must not be over six (6) feet in length) and under the Owner/Resident's control or his designate's control.
- (4) Any Owner/Resident or his designate shall insure that any fecal droppings by his pets are picked up and deposited in garbage container or other appropriate facility. Pets will not be permitted to soil the Common Property and if it does, the Owner/Resident is not only responsible for the removal of his/her pet's waste but also for any costs of cleaning or repairing the Common Property.
- (5) An Owner/Resident shall discourage their pet(s) from excessively barking at all times.
- (6) Any Owner/Resident who wishes to register a complaint about any pet, or its owner shall do so in writing to the Council. Complaints should be specific as to the violation, dates and times, and wherever possible, contain witness verification.
- (7) If the Council resolves that a pet is a nuisance to the Strata Plan (whether in its Owner/Resident's Strata lot or on Common Property), the Owner/Resident will be ordered by the Strata Council to remove the animal permanently from the Strata Plan. Any Owner/Resident who fails to comply within fifteen (15) days of receiving written notice from the Strata Council will be fined \$50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises. References to an OWNER shall include any tenant or occupant of a Strata Lot.



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- (8) No Owner/Resident shall feed pigeons, gulls, crows or other birds or animals (ie. squirrels) from his/her Strata Lot or anywhere within the building's boundaries.
- (9) The Strata Corporation shall have the authority to levy a fine of \$50.00 for any violation of these bylaws.
- (10) The Strata Corporation, through Council, shall be at liberty to take any and all legal procedures to enforce these regulations, and the costs incurred therefrom shall be added to the account of the Owner from which the procedures originate.

**50. Insurance Claims**

- (1) In the event that loss or damage occurs to common or limited common property that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that if the origination of the loss is within the interior confines of an individual strata lot the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot owner in whose lot the cause of the damage originated.
- (2) The only exception to subsection (1), is where loss originates from the rupture or malfunction of a permanent supply line or sewer system that extends from common property into an individual unit, in which case the deductible shall be the responsibility of the Strata Corporation. It is further agreed and understood that where any loss or damage originates from "Common Property" as defined in the Strata Property Act the deductible is the responsibility of the Strata Corporation.

**END**

**NOTES:**

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation LMS0992. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

BG319852, September 3, 1993	- Bylaws 1 to 12, inclusive.
BH448342, December 19, 1994	- Bylaws 13 to 28, inclusive.
BL075634, March 3, 1997	- Bylaw 29.
BL075633, March 3, 1997	- Bylaw 30.
As Passed at AGM, January 29, 2002	- Registered new set of bylaws to replace existing bylaws as per the AGM of January 29, 2002.

BYLAWS\2002LMS992.COM

**PETTIT AND COMPANY\***  
TRIAL LAWYERS

Suite 301 - 2609 Westview Drive, North Vancouver, BC V7N 4M2  
Phone 604 998-0901 Fax 604 998-0920 www.pettitandco.com

\*Services provided through a law corporation

November 29, 2021

**VIA REGISTERED MAIL**

210-2755 Lougheed Highway  
Port Coquitlam, BC V3B 5Y9

Attention: Sandra Baker

Dear Ms. Baker:

**Re: Eldridge v Craney et al**  
**Claim No.: AD93664-4**  
**MVA Date: December 24, 2014**  
**Our File No.: 2120**

---

The above noted matter is a legal action commenced by Jason Eldridge arising from a motor vehicle accident which occurred on December 24, 2014. I confirm that I act for the Defendants, Joseph Craney and Andrew Clark.

I understand that you were, and may still be, Mr. Eldridge's treating audiologist. I would like to arrange a meeting with you to discuss Mr. Eldridge's treatment as it relates to this accident. I estimate that about 30 minutes would be sufficient to discuss this case. We are prepared to reimburse you for your time in accordance with accepted fee guidelines. We are happy to have Mr. Eldridge's lawyer present.

Thank you for your anticipated cooperation and we apologize for any inconvenience this matter may cause you. We look forward to hearing from you.

Yours truly,

PETTIT AND COMPANY



Per: Claire Armstrong  
carmstrong@pettitandco.com  
CAR/saz

13 DEC 2002 11: 53

BT459442

December 12, 2002

SURVEY DEPT.

REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, B.C.

88 02/12/13 14:45:07 01 LH 422980  
DOC FILE \$20.00

Please receive herewith the following document(s) for filing \_\_\_\_\_

Form I, Amendment to Bylaws for Strata Plan LMS992.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Joseph Tsang, Senior Property Manager  
Rancho Management Services (B.C.) Ltd.  
701-1190 Hornby Street, Vancouver, BC  
V6Z 2K5 (604) 684-4508



FORMS REGISTER

DYE & DURHAM CLIENT No. 11061

***Strata Property Act***

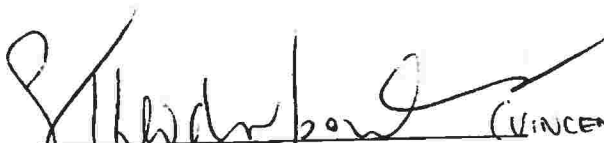
**FORM I**

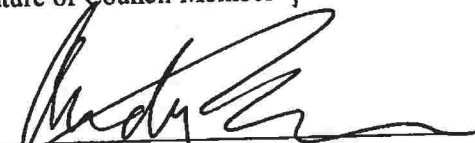
**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan LMS992 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 25<sup>th</sup>, 2002:

*[See Attached]*

  
\_\_\_\_\_  
Signature of Council Member (VINCENT JANG)

  
\_\_\_\_\_  
Signature of Second Council Member (ANDY KWAN)  
(not required if council consists of only one member)

**“JOYCE PLACE”  
Strata Corporation LMS-992  
3362 - 3384 Vanness Street, Vancouver, B.C.**

**Bylaw Number 51**

**The annual operating budget for Strata Plan LMS-992, “Joyce Place” will be calculated as follows:**

<u>Category</u>	<u>Method of Calculation</u>
Parking Revenue	Unit
Late Payment Penalties	Unit
Maintenance Fees	Calculated
Move In/Out Fees	100% residential
Miscellaneous Income	Unit
Prior Year Surplus	Unit
Laundry Income	100% residential
Insurance	Square footage
Exterior Building R & M	Square footage
Window Cleaning	Square footage
Landscaping	Tower - 50.00%, Townhouse - 50.00%, Commercial - 0.00%
Interior R & M	50.00% of budget to Tower, and the remaining 50.00% based on square footage between the three (3) components. <i>(Tower - 86.20%, Commercial - 2.70%, Townhouse 11.10%)</i>
Pool R & M	Square footage
Emergency Generator	Square footage
Carpet Cleaning & Repairs	100% residential
Plumbing R & M	Square footage
HVAC R & M	100% residential
Elevator	100% residential
Fire & Safety Equipment	Square footage
Fire Alarm Monitoring	Square footage
Supplies	Unit
Common Area Cleaning	Unit
Waste Removal	Square footage
Cardboard Recycling	Square footage
Recycling Expense	Square footage
Management Fees	Unit
Administration	Unit
Contingency Fund	Calculated
Sundry Expense	Unit

.../2

Hydro  
Gas

See Gas and Electricity  
None is allocated to Townhouse, Commercial units are allocated on square footage (5.40%) and Tower absorbed the rest (94.6%)

Electricity

65% of budget is allocated to the Tower with the remaining 35% allocated on square footage between the three (3) components.

Sewer & Water  
Intercom & Phone Line

Tower (90.3%), Commercial (1.89%), Townhouse (7.81%)  
Square footage  
100% residential

21 FEB 2003 11 50

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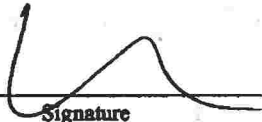
SURVEY

REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, BC

FEB 21 2003

Please receive herewith the following document(s) for filing 24 03/02/21 11:50:36 01 LM 438947  
FILE \$20.00

AMENDMENT TO BYLAWS  
LMS 992

  
Signature  
RANCHO MANAGEMENT  
701-1190 HURUBI STREET  
VAN. B.C. V6Z 2K5

**DYE & DURHAM CLIENT No. 11061**

**DYE & DURHAM**  
CLIENT # 11061

ATTN. DENISE CHUNG  
PHONE # (604) 331-4271





**“JOYCE PLACE”**  
**Strata Corporation LMS-992**  
**3362 - 3384 Vanness Street, Vancouver, B.C.**

**Bylaw Number 51 (Amendments)**

The annual operating budget for Strata Plan LMS-992, “Joyce Place” will be calculated as follows:

<u>Category</u>	<u>Method of Calculation</u>
Parking Revenue	Unit
Late Payment Penalties	Unit
Maintenance Fees	Calculated
Move In/Out Fees	100% residential
Miscellaneous Income	Unit
Prior Year Surplus	Unit
Laundry Income	100% residential
Insurance	Square footage
Exterior Building R & M	Square footage
Window Cleaning	Tower - 75.00%, Townhouse - 25.00%, Commercial - 00.00%
Landscaping	Tower - 50.00%, Townhouse - 50.00%, Commercial - 00.00%
Interior R & M	50.00% of budget to Tower, and the remaining 50.00% based on square footage between the three (3) components. (Tower - 86.20%, Commercial - 2.70%, Townhouse 11.10%)
Pool R & M	Square footage between Townhouse and Tower.
Emergency Generator	Square footage
Carpet Cleaning & Repairs	100% residential
Plumbing R & M	Square footage
HVAC R & M	100% residential
Elevator	100% residential
Fire & Safety Equipment	Square footage
Fire Alarm Monitoring	Square footage
Supplies	Unit
Common Area Cleaning	Unit
Waste Removal	Unit

BYLAWS\2003LMS992.LAW

<b>Cardboard Recycling</b>	Tower - 15.00%, Townhouse - 15.00%, Commercial - 70.00%
<b>Recycling Expense</b>	Square footage
<b>Management Fees</b>	Unit
<b>Administration</b>	Unit
<b>Contingency Fund</b>	Calculated
<b>Sundry Expense</b>	Unit
<b>Hydro</b>	See Gas and Electricity
<b>Gas</b>	None is allocated to Townhouse, Commercial units are allocated on square footage (5.40%) and Tower absorbed the rest (94.6%)
<b>Electricity</b>	65% of budget is allocated to the Tower with the remaining 35% allocated on square footage between the three (3) components. Tower (90.3%), Commercial (1.89%), Townhouse (7.81%)
<b>Sewer &amp; Water</b>	Square footage
<b>Intercom &amp; Phone Line</b>	100% residential

NEW WESTMINSTER LAND TITLE OFFICE

Jun-09-2014 13:31:42.001

CA3769262

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Garry Gracey KD2L2C	c=CA, cn=Garry Gracey
	KD2L2C, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=KD2L2C

1. CONTACT: (Name, address, phone number)

Siegle Properties BC Ltd  
210-8833 Odlin Cres.

604-207-2000  
File: LMS992 Form I

Richmond BC V6X 3Z7

Document Fees: \$24.20

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS STRATA PLAN LMS 992**

Related Plan Number: **LMS992**

**FORM 1**  
**Strata Property Act**  
 [am. B.C. Reg. 312/2009, s. 7.]  
**AMENDMENT TO BYLAWS**  
 (Section 128)

The Owners, Strata Plan LMS 992 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 24, 2014.\*

**¼ VOTE RESOLUTION – Council Member**

**WHEREAS** the owners, Strata Plan LMS 992, Joyce Place wish to allow registered owner(s) to authorize non-owners explicitly **direct spouses, parents or adult children** to be eligible as council members.

**BE IT THEREFORE RESOLVED** that by a ¼ % Vote Resolution of the Owners, Strata Plan LMS 992, Joyce Place hereby approve to allow registered owner(s) to authorize non-owners explicitly **direct spouses, parents or adult children** to be eligible as council members.

**Division 3 – Council**

*13. Non-Owners Member*

*(1) Allow registered owner(s) to authorize non-owners explicitly direct spouses, parents or adult children to be eligible as council members. (added new paragraph 13(1))*

  
 \_\_\_\_\_  
 Signature of Council Member

  
 \_\_\_\_\_  
 Signature of Second Council Member  
 (Not required if council consists of only 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.

NEW WESTMINSTER LAND TITLE OFFICE

Mar-18-2015 12:32:53.001

CA4288200

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Stephen Frederick Graf G5TJ3Q	c=CA, cn=Stephen Frederick Graf G5TJ3Q, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=G5TJ3Q
-------------------------------------	--------------------------------------------------------------------------------------------------------------------

1. CONTACT: (Name, address, phone number)

Siegle Properties BC Ltd.  
211-8680 Cambie Road

(604) 207-2000  
File: LMS992 Form i MAR 16, 2015

Richmond BC V6X 4K1

Document Fees: \$25.37

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS992**

Related Plan Number: **LMS992**

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

The Owners, Strata Plan LMS 992 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 February 26, 2015:

**¼ VOTE RESOLUTION**

**WHEREAS** the property damage is directly related from the number of move ins/outs of suites, it is recommended that the move in charge be increased to \$200. The increase is purported to offset the costs to repair the elevator and common property that are constantly running over budget as a result of the damages occurred during the moving.

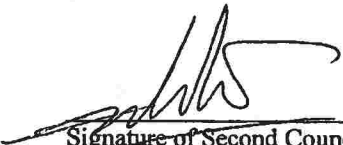
**BE IT THEREFORE RESOLVED** that as a ¼ Vote Resolution of the Owners, Strata Plan LMS 992, Joyce Place, that Bylaw 42. (2) **Move-In Fee** be removed in its entirety, and be placed with:

**42. (2) Move-In / Out Fees**

All new owner/tenants moving into Joyce Place, Strata Corporation LMS 992, must pay a one-time non-refundable move-in fee of \$200.00 payable to the Strata Corporation upon move-in date. This non-refundable fee is used to offset accidental damage done to the common areas when moving into the project. Any direct damage caused by a resident moving into the project will result in the resident being assessed the cost of remedying this damage. The amount of the move-in fee does not limit the amount of liability for damaged caused on a move-in. Move-in is defined as moving furniture into the building. All residents moving into the building must book their move-ins to occur when the building manager is on duty. Residents can book their moves by calling 72 hours in advance. Please note that if a resident wishes to move in when the building manager is not on duty they will be responsible for paying the Strata Corporation's additional charges for supervising the move. This amount will be in addition to the one time move-in fee of \$200.00.

Please also note that any resident wishing to move into the building must pay a refundable \$200.00 deposit in a form of certified cheque, bank draft or cash 72 hours prior to the date of move in / out of the building. Such deposit less repair / damage expenses, if any, will be returned to the resident within seven (7) business days after the day of day of the move is complete.

  
 \_\_\_\_\_  
 Signature of Council Member

  
 \_\_\_\_\_  
 Signature of Second Council Member  
 (Not required if council consists of only 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.