

1. Contact

Document Fees: \$30.53

West Coast Property Management Ltd.
208-8333 Eastlake Drive
Burnaby BC V5A 4W2
(604) 914-2135

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

LMS4684

THE OWNERS STRATA PLAN LMS4684

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Stephen Frederick
Graf 9GUZXX**

**Digitally signed by
Stephen Frederick Graf
9GUZXX
Date: 2022-08-10
11:51:08 -07:00**

Strata Property Act

Form I

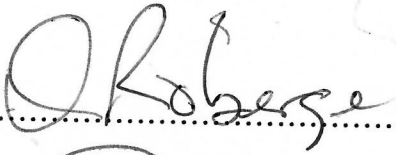
[am. B.C. Reg. 312/2009, s. 7.]

Amendment to Bylaws

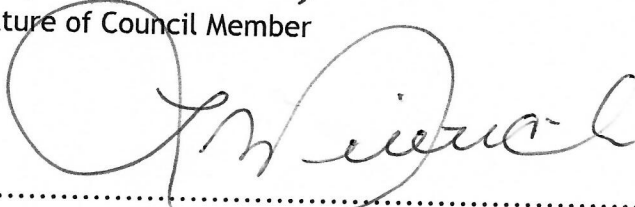
(Section 128)

The Owners, Strata Plan **LMS4684** 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 **August 4, 2022**:

See attached



.....
Signature of Council Member



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

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN LMS4684, The Symphony Strata Section, in attendance by person or proxy, the Strata Corporation approve the repeal and replacement of Bylaw 5 and 6 as follows:

REPEAL

5. Obtain Approval before Altering a Strata Lot

- 5.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) The structure of 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;
- 5.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 5.1, 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.
- 5.3 Only licensed and qualified plumbers, electricians, and other trades shall be retained by an owner to carry out plumbing, electrical, or other work in a strata lot.

6. Obtain Approval before Altering Common Property

- 6.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a common property, including limited common property, or common assets.
- 6.2 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.
- 6.3 Any maintenance or alteration to the building security system, the heating, ventilating, and air conditioning system, and the fire sprinkler system shall be carried out by the company retained by the Strata Corporation to maintain the security system, the heating, ventilating, and air conditioning system, and/or the fire sprinkler system.

REPLACE

5. Approval for alterations to a strata lot, limited common property or common property

- 5.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
- (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;

- (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (viii) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act;
 - (ix) flooring;
 - (x) wiring, plumbing, piping, heating, air conditioning and other services; and
 - (xi) installation or removal of a wall or walls, whether structural or not; and
- (b) any alteration to common property, including limited common property, or to common assets.

5.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).

5.3 The strata corporation may require, as a condition of its approval under bylaw 7.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, 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 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 a strata lot, common property, limited common property or common assets;
- (e) 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 are an owner, indemnify and hold harmless the strata corporation, its strata 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 time to 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 will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;

- (g) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.
- 5.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 5.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations that apply or applied to or had or have any impact on 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 who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 5.6 If, subsequent to the passage of bylaws 5.1 to 5.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, 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 strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 5.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 5.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.

- 5.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
- 5.8 The installation of air conditioning units is limited to ductless mini-split air conditioning units only. In addition to the requirements set out in this bylaw 7, an owner who wishes to install a permitted air conditioning unit must comply with the AC Installation Requirements approved by the council from time to time.
- 5.9 An owner must only retain licensed and qualified plumbers, electricians, and other trades to carry out plumbing, electrical, or other work in a strata lot.
- 5.10 Any maintenance or alteration to the building security system, the heating, ventilating, and air conditioning system, and the fire sprinkler system shall be carried out by the company retained by the strata corporation to maintain the security system, the heating, ventilating, and air conditioning system, and/or the fire sprinkler system.
- 5.11 An owner must comply with the terms and conditions of a grant of approval for an alteration.

AND

BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS, STRATA PLAN LMS4684, The Symphony Residential Section, in attendance by person or proxy, the Strata Corporation approve the repeal and replacement of Bylaw 5 and 6 as follows:

REPEAL

5. Obtain Approval before Altering a Strata Lot

- 5.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) The structure of 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;
 - 5.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 5.1, 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.
 - 5.3 Only licensed and qualified plumbers, electricians, and other trades shall be retained by an owner to carry out plumbing, electrical, or other work in a strata lot.
6. Obtain Approval before Altering Common Property
- 6.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a common property, including limited common property, or common assets.
 - 6.2 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.
 - 6.3 Any maintenance or alteration to the building security system, the heating, ventilating, and air conditioning system, and the fire sprinkler system shall be carried out by the company retained by the Strata Corporation to maintain the security system, the heating, ventilating, and air conditioning system, and/or the fire sprinkler system.

REPLACE

5. Approval for alterations to a strata lot, limited common property or common property
- 5.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (viii) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act;
 - (ix) flooring;
 - (x) wiring, plumbing, piping, heating, air conditioning and other services; and
 - (xi) installation or removal of a wall or walls, whether structural or not; and
 - (b) any alteration to common property, including limited common property, or to common assets.
 - 5.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must:
 - (a) submit, in writing, detailed plans and description of the intended alteration;

- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).

5.3 The strata corporation may require, as a condition of its approval under bylaw 7.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, 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 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 a strata lot, common property, limited common property or common assets;
- (e) 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 are an owner, indemnify and hold harmless the strata corporation, its strata 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 time to 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 will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;
- (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

5.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

- 5.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations that apply or applied to or had or have any impact on 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 who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 5.6 If, subsequent to the passage of bylaws 5.1 to 5.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, 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 strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 5.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 5.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- 5.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
- 5.8 The installation of air conditioning units is limited to ductless mini-split air conditioning units only. In addition to the requirements set out in this bylaw 7, an owner who wishes to install a permitted air conditioning unit must comply with the AC Installation Requirements approved by the council from time to time.

- 5.9 An owner must only retain licensed and qualified plumbers, electricians, and other trades to carry out plumbing, electrical, or other work in a strata lot.
- 5.10 Any maintenance or alteration to the building security system, the heating, ventilating, and air conditioning system, and the fire sprinkler system shall be carried out by the company retained by the strata corporation to maintain the security system, the heating, ventilating, and air conditioning system, and/or the fire sprinkler system.
- 5.11 An owner must comply with the terms and conditions of a grant of approval for an alteration.



1. Contact

West Coast Property Management Ltd.
208-8333 Eastlake Drive
Burnaby BC V5A 4W2
(604) 914-2135

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

LMS4684

THE OWNERS STRATA PLAN LMS4684

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Stephen Frederick
Graf 9GUZXX

Digitally signed by
Stephen Frederick Graf
9GUZXX
Date: 2021-11-09
20:12:16 -08:00

Strata Property Act

Form I

[am. B.C. Reg. 312/2009, s. 7.]

Amendment to Bylaws

(Section 128)

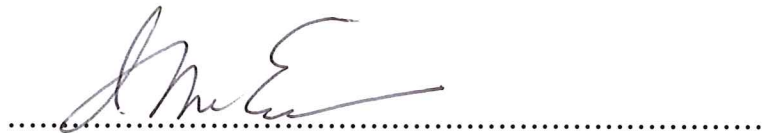
The Owners, Strata Plan **LMS4684** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **September 16, 2021**:

See attached



.....

Signature of Council Member



.....

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

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN LMS 4684 (the “Strata Corporation”) in attendance by person or proxy, the Strata Corporation approve the addition of the following Bylaws:

Electronic Annual General Meetings and/or Special General Meetings

26.9 Annual General Meetings and/or Special General Meetings may be held by electronic means, so long as all participants can communicate with each other. Despite the foregoing, the strata corporation has no obligation to facilitate the casting of a secret ballot by a person who is attending a general meeting pursuant to this bylaw 26.9.

26.10 If an Annual General Meetings and/or Special General Meetings is held by electronic means, all participants are deemed to be present in person for the purposes of the meeting.

AND

BE IT RESOLVED as a 3/4 vote of the Residential Owners of The Owners, Strata Plan LMS 4684 (the “Strata Corporation”) pursuant to section 128(1) of the Strata Property Act that the following be adopted as bylaw 34 of the Strata Corporation:

34. Insurance and Responsibility

34.1 For the purposes of these bylaws,

- (a) “strata insurance” means the insurance coverage obtained and maintained by the Strata Corporation pursuant to the Act and these bylaws;
- (b) “section insurance” means any insurance covered obtained and maintained by a separate section.

34.2 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance or any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or applicable section insurance for which the owner is responsible.

34.3 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or applicable section insurance policy.

34.4 For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 34.3, for any of the following:

- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;

- (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by a resident or visitor;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner's strata lot;
 - (xii) any person residing in or visiting at the owner's strata lot; and
 - (xiii) barbecues or smokers.

34.5 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds or applicable section insurance proceeds received by the Strata Corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the Strata Corporation, and/or prosecuting any claim made against the owner;

- (d) any insurance deductible paid or payable by the Strata Corporation; and
- (e) the costs to repair the loss or damage, where no strata insurance policy or applicable section insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy or applicable section insurance policy because no strata insurance policy or applicable section insurance policy would operate or because making a claim is not in the best interests of the Strata Corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the Strata Corporation, the owner's liability under this bylaw 34.5(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the Strata Corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds or applicable section insurance proceeds received by the Strata Corporation will be charged to the owner. For certainty, nothing in this bylaw 34 requires the Strata Corporation to make a claim on any strata insurance policy or applicable section insurance policy in order to charge an amount to the owner in accordance with bylaws 34.3, 34.4, and/or 34.5.

AND

BE IT RESOLVED as a 3/4 vote of the Nonresidential owners of The Owners, Strata Plan LMS 4684 (the "Strata Corporation") pursuant to section 128(1) of the Strata Property Act that the following be adopted as bylaw 34 of the Strata Corporation:

34. Insurance and Responsibility

34.1 For the purposes of these bylaws,

- (a) "strata insurance" means the insurance coverage obtained and maintained by the Strata Corporation pursuant to the Act and these bylaws;
- (b) "section insurance" means any insurance covered obtained and maintained by a separate section.

34.2 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance or any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or applicable section insurance for which the owner is responsible.

34.3 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or applicable section insurance policy.

34.4 For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 34.3, for any of the following:

- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
- (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by a resident or visitor;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner’s strata lot;
 - (xii) any person residing in or visiting at the owner’s strata lot; and
 - (xiii) barbecues or smokers.

34.5 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds or applicable section insurance proceeds received by the Strata Corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the Strata Corporation, and/or prosecuting any claim made against the owner;
- (d) any insurance deductible paid or payable by the Strata Corporation; and
- (e) the costs to repair the loss or damage, where no strata insurance policy or applicable section insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy or applicable section insurance policy because no strata insurance policy or applicable section insurance policy would operate or because making a claim is not in the best interests of the Strata Corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the Strata Corporation, the owner's liability under this bylaw 34.5(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the Strata Corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds or applicable section insurance proceeds received by the Strata Corporation will be charged to the owner. For certainty, nothing in this bylaw 34 requires the Strata Corporation to make a claim on any strata insurance policy or applicable section insurance policy in order to charge an amount to the owner in accordance with bylaws 34.3, 34.4, and/or 34.5.

AND

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN LMS 4684 - Residential Owners in attendance in person or by proxy, the Strata Corporation approve the addition of the following Bylaws.

Electronic Annual General Meetings and/or Special General Meetings

26.9 Annual General Meetings and/or Special General Meetings may be held by electronic means, so long as all participants can communicate with each other.

Despite the foregoing, the strata corporation has no obligation to facilitate the casting of a secret ballot by a person who is attending a general meeting pursuant to this bylaw 26.9.

26.10 If an Annual General Meeting and/or Special General Meeting is held by electronic means, all participants are deemed to be present in person for the purposes of the meeting.

AND

BE IT RESOLVED by a 3/4 vote of the Residential Section of The Owners, Strata Plan LMS 4684 pursuant to sections 128(1) and 197 of the Strata Property Act that bylaw 1.10 be amended in its entirety to read as follows:

[NOTE TO READER: The rental restriction(s) set out in bylaw 1.10.1 and 1.10.9 were first approved by the owners at the general meeting held on October 30, 2012, and were filed in the Land Title Office under registration no. CA2981638 on February 4, 2013. These bylaws have not been repealed or replaced since then and are amended only pursuant to the 3/4 resolution approved at the general meeting held on September 16, 2021.]

1.10.1 The number of residential strata lots within Strata Plan LMS 4684 that may be rented at any one time is limited to six (6).

1.10.2 An owner wishing to rent a residential strata lot must apply in writing to the Residential Section executive for permission to rent before entering into any tenancy agreement.

1.10.3 If the number of residential strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 1.10.1, excluding exempt residential strata lots pursuant to sections 142, 143 and 144 of the Act, the Residential Section executive must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the residential strata lot on a waiting list to be administered by the Residential Section executive based upon the date of the request for permission to rent.

1.10.4 If the limit stated in bylaw 1.10.1 has not been reached at the time the owner applies for permission to rent a residential strata lot, excluding exempt residential strata lots pursuant to sections 142, 143 and 144 of the Act, the Residential Section executive will grant permission and notify the owner of the same in writing as soon as possible.

1.10.5 An owner receiving permission to rent a residential strata lot must ensure that a tenant occupies the strata lot within 90 days from the date that the strata council granted same, otherwise the permission automatically expires and the owner must reapply for permission to rent. During the 90 days immediately following the grant of permission, the residential strata lot will be deemed rented for the purposes of the limit stated in bylaw 1.10.1.

1.10.6 Permission to rent a residential strata lot granted pursuant to this bylaw 1.10 ceases on the earlier of:

- (a) the end of the tenancy entered into immediately following the grant of permission to rent;
- (b) the date on which the owner who received permission to rent commences residing in the residential strata lot;
- (c) the date on which the owner who received permission to rent ceases to own the residential strata lot; and
- (d) the expiry of permission to rent under bylaw 1.10.5.

For certainty, an owner who wishes to rent a residential strata lot when or after permission to rent ceases must reapply for permission to rent in accordance with this bylaw 1.10.

1.10.7 Prior to possession of a residential strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and the Residential Section and a Notice of Tenant's Responsibilities in Form K.

1.10.8 Within two weeks of renting a residential strata lot, the landlord must give the Residential Section a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act. Any breach of this bylaw is subject to a fine of \$200.

1.10.9 A residential strata lot must not be rented to a tenant for a period of less than twelve (12) months.

1.10.10 Where an owner rents a residential strata lot in contravention of any of bylaws 1.10.1, 1.10.2, 1.10.3, 1.10.5, 1.10.6 and 1.10.9, the owner will be subject to a fine of \$500.00, and the Residential Section will take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or injunction to enforce the bylaw. Any legal costs incurred by the Residential Section in enforcing the rental restriction bylaws will be the responsibility of the owner of the applicable residential strata and will be recoverable from the owner on a full indemnity basis by the Residential Section.

AND

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN LMS 4684 - Commercial in attendance by person or proxy, the Strata Corporation approve the amendment of the Bylaw 4.3.

4.3 Electronic Attendance at Meetings

4.3.1 Annual General Meetings and/or Special General Meetings may be held by electronic means, so long as all participants can communicate with each other. Despite the foregoing, the strata corporation has no obligation to facilitate the casting of a secret ballot by a person who is attending a general meeting.

4.3.2 If an Annual General Meetings and/or Special General Meetings is held by electronic means, all participants are deemed to be present in person for the purposes of the meeting.

NEW WESTMINSTER LAND TITLE OFFICE

Jul-27-2017 12:39:41.001

CA6176729

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 22 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*.

Howard Engman W8K43E	c=CA, cn=Howard Engman W8K43E, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=W8K43E
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1. CONTACT: (Name, address, phone number)

AWM ALLIANCE REAL ESTATE GROUP LTD.

Telephone: 604-685-3227

958 West 8th Avenue - Suite 401

Vancouver

BC V5Z 1E5

Document Fees: \$28.63

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 LMS4684

Related Plan Number: **LMS4684**

Strata Property Act
FORM I
AMENDMENT TO BY-LAWS
(Section 128)

The Owners, Strata Plan LMS 4684 certify that the following or attached amendments to the by-laws 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 on June 29, 2017

Repeal and Replace



Signature of Council Member

Annabel Wee

Name



Signature of Council Member

JASON SLIKA

Name



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Approved, June 29, 2017 AGM

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Preamble

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 collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of residential strata lots and owners, tenants and occupants of non-residential strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a residential strata lot and an owner, tenant and occupant of a non-residential strata lot. The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

The provisions hereof shall be deemed independent and severable and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein. All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation.

Approved, June 23, 2017 AGM



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

1. **Payment of Strata Fees**
 - 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - 1.2 An owner:
 - (a) Must pay any assessed special levy on or before the given due date of the levy; and
 - (b) Will be subject to an interest charge of bank prime plus 10% per annum, compounded annually, on late and outstanding monies.
 - 1.3 A fine of \$50.00 may be levied against any owner whose strata fee payments, special levy payments, or any other common expenses and/or parking charges for a particular month have not been received by the Strata Corporation by the seventh day following the day that the common expenses were due and payable. This will be applicable to each default.
 - 1.4 Each consecutive month that the common expenses are paid late or are unpaid shall constitute a separate infraction, and each infraction shall be subject to a fine, as provided in these Bylaws. Fines shall be added to the common expenses of the offending owner, and shall be due and owing on the date that the fine is levied.
 - 1.5 The Strata Corporation may sue any resident in Provincial Court, without further authorization by the Owners, for any money owed to the Strata Corporation, including any fees, charges, fines, interest, costs, cost of collecting the debt, or other expenses.
 - 1.6 The Strata Corporation may take any lawful and reasonable measures to collect outstanding strata fees, special levies, charges, fines, interest, costs, expenses, or any other money owed by a resident to the Strata Corporation.
2. **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.
 - 2.2 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.
 - 2.3 In order to maintain the exterior appearance of the building and landscaping to a consistent standard, the Owners of the Commercial Section (as defined in Bylaw 31) strata lots will maintain the appearance of their strata lots in a manner that is consistent with a quality business in operation.

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3. 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;
 - (b) Causes unreasonable noise;
 - (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.
- 3.2 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.
- 3.3 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.
- 3.4 An owner, tenant, or occupant must not keep any pets on or in a strata lot other than as follows:
- (a) A reasonable number of fish or other small aquarium animals; and
 - (b) Any combination of the following, not exceeding a total of three (3) animals:
 - (i) No more than three (3) small caged mammals;
 - (ii) No more than two (2) caged birds; (iii) No more than two (2) dogs; and (iv) No more than two (2) cats.
- 3.5 Parking stalls shall only be used for parking vehicles owner or leased by persons who are occupants of the building, or temporary visitors of such residents. The right to use the parking stalls shall cease upon a person ceasing to reside in the building.
- 3.6 All owners are responsible for minimizing noise in their suites. If hard surface floors are installed after the original occupancy, they must be installed with property acoustic materials to minimize any noise emanating there from.
- 3.7 An owner, tenant, occupant, or visitor shall not:
- (a) Hang or place any window drapes, blinds, signs, or other objects which will adversely affect the consistency of the exterior appearance of the building;
 - (b) With the exception of the Commercial Section strata lots, use or permit the use of a strata lot other than as a single family residence;

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- (c) Erect, place, keep, or display signs, billboards, advertising matter or property, with the exception of the Commercial Section strata lots, in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in the areas of the common property designated for that purpose from time to time by the Strata Council);
 - (d) Deposit household refuse and garbage on or about the common property or limited common property, except in places designated by the Strata Council. Any materials, other than ordinary household refuse or garbage, shall be disposed of either by or at the expense of the owner;
 - (e) Throw out material, especially burning materials such as cigarettes or matches, or permit material to fall out of any window, door, balcony, patio, stairwell, passage, or other part of the strata lots or common property;
 - (f) Allow or permit his or her pet's waste to remain on the common property and shall take all reasonable measures to control and be responsible for any approved pets in or about the strata lot, common property, and limited common property;
 - (g) Store any perishable or hazardous material, or items that may deteriorate or attract pests, in the locker area;
 - (h) House a waterbed in their strata lot;
 - (i) Allow the strata lot they occupy to become unsanitary or a source of odour.
- 3.8 An owner, tenant, occupant, or visitor of a Commercial Section strata lot shall not:
- (a) Place on limited common property for those strata lots awnings and/or advertising signage, illuminated or not, except for such awnings and/or signage that:
 - (i) Have received the written approval of the Strata Council. Such approval shall not be unreasonably withheld or delayed;
 - (ii) Have received any approvals required from the City or such other government entity having jurisdiction;
 - (iii) Are in keeping with the design, quality, proportion, texture, and colour of the building. Each of the Commercial Section strata lots' signage is intended to match as closely as possible to the size and style of the signage of the Commercial Section strata lots; and
 - (iv) Any awning and/or signage will be maintained in good condition and repair, and any costs of such maintenance and repair, together with all utilities required to operate such signage, will be born by the Commercial Section strata lot owner for which such awning(s) and/or signage has been erected.

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- (b) Use the Commercial Section strata lots for any of the following purposes: Massage parlour or related business;
 - (ii) X-rated or adult-only video store;
 - (iii) Any funeral or cemetery related business;
 - (iv) Pawn shop;
 - (v) Fish market;
 - (vi) Pet shop without independent ventilation system;
 - (vii) Tattoo parlour;
 - (viii) Restaurant (except where external kitchen exhaust is not required);
 - (ix) Liquor store;
 - (x) Bar or pub;
 - (c) Permit any frying or grilling of any kind in the Commercial Strata lots, the common property, or any limited common property designated for the exclusive use of the Commercial Section. Furthermore, any other types of food preparation done within the Commercial Section strata lots shall not create undue or nuisance odour.

3.9 An owner, tenant, or occupant of a Commercial Section strata lot shall:

- (a) Permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency when no notice is required, to enter his or her strata lot for the purpose of inspecting the same and maintaining, repairing, renewing, or installing pipes, wires, cables, and ducts, etc. in the strata lot which are capable of being used in connection with the enjoyment of any other strata lot or common property, common facilities, or other assets of the Strata Corporation, or for the purpose of ensuring that these Bylaws are being observed;
- (b) Promptly carry out all work that may be ordered by the Strata Corporation in accordance with these Bylaws, or by any other competent public or local authority in respect to his or her strata lot, and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect to his or her strata lot;
- (c) Repair and maintain his or her strata lot to the standards of a quality business, including the windows, doors, storefronts, and such other improvements and equipment located therein, together with other such areas as are allocated to the exclusive use of the owner;
- (d) Conduct business in a reputable and businesslike manner, and confine it to the area within the strata lot's boundaries;

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- (e) Give immediate notice to the Strata Corporation in the case of fire or accident in his or her strata lot, or of any loss or damage to any fixtures or equipment thereon;
 - (f) Comply strictly with the bylaws of the Strata Corporation, with the rules and regulations adopted by the Strata Corporation from time to time, with all laws and orders from any federal, provincial, municipal, civic, or any other authority having jurisdiction with respect to his or her strata lot, and with any other regulation or order of any insurance company with which the Strata Corporation is insured, and to pay promptly all fines, penalties, and charges levied by the Strata Corporation, failing which, a lien in favor of the Strata Corporation will be registered against the strata lot;
 - (g) Use and enjoy the common property, common facilities, or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment by other owners, their agents, and customers;
 - (h) If the owner requires any electrical equipment which might overload the electrical facilities in his or her strata lot, or other strata lots, submit to the Strata Corporation plans and specifications for works required to install and supply such additional electrical facilities or equipment to prevent such overloading, and to obtain from the Strata Corporation written approval to perform such works, which shall meet all applicable regulations and requirements of any government or other competent authority, the Association of Insurance Underwriters, and the Strata Corporation's insurers, at the sole cost and expense of the owner;
 - (i) Keep all trash, rubbish, waste material, and other garbage within the strata lot, and remove same at least once daily to the garbage area, as specified by the Strata Corporation;
 - (j) Ensure that the exterior storefront is professionally displayed in good taste and in a manner consistent with a quality business establishment;
 - (k) Provide the Strata Corporation with names, addresses, and telephone numbers of two (2) authorized employees of the owner who may be contacted by the Strata Corporation in the event of an emergency relative to his or her strata lot;
 - (l) Provide, in writing, any proposed businesses, including name and main activities that are proposed for the Commercial Section strata lot. The Strata Council must approve these before a business can occupy a Commercial Section strata lot.
- 3.10 Where structural or other alterations to the strata lot have been approved by the Strata Council, the owner's contractors shall limit their hours of work to between 7:00 a.m. and 8:00 p.m., Monday through Friday, and between 9:00 a.m. and 7:00 p.m. on Saturday, which is in compliance with the City of North Vancouver Bylaws.

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- 3.11 The Strata Council and individual owners, tenants, and/or occupants shall retain only licensed and qualified plumbers, electricians, and other trades to carry out plumbing, electrical, or other work in a strata lot or common property.
4. **Inform Strata Corporation**
- 4.1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, and mailing address outside the strata plan, if any.
- 4.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
5. **Obtain Approval before Altering a Strata Lot**
- 5.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) The structure of 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 insures under section 149 of the Act.
- 5.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 5.1, 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.
- 5.3 Only licensed and qualified plumbers, electricians, and other trades shall be retained by an owner to carry out plumbing, electrical, or other work in a strata lot.
6. **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.
- 6.2 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.
- 6.3 Any maintenance or alteration to the building security system, the heating, ventilating, and air conditioning system, and the fire sprinkler system shall be carried out by the company retained

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by the Strata Corporation to maintain the security system, the heating, ventilating, and air conditioning system, and/or the fire sprinkler system.

7. 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 a 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.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

8.1 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) 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.

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- (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.
- 8.2 Pursuant to section 93 of the Act and Regulation 6.1 (2), the contingency reserve fund must reach at least three times the annual budget before the Strata Council can reduce the annual contribution to less than 10%. Notwithstanding this bylaw, the owners may, at an annual general meeting or special meeting 3/4 vote, reduce or increase this requirement.

Division 3 — Council

9. Council Size

- 9.1 The strata council must have at least 3 and not more than 7 members, of which:
- (a) at least one member must be the owner of a commercial strata lot;
 - (b) however, if no commercial strata lot owner stands for election, a residential strata lot owner may be elected as the 7th member.

10. 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.
- 10.2 A person whose term as council member is ending is eligible for re-election.
- 10.3 There must be, depending on the size of council, at least two existing council members, but no more than four, to ensure continuity, history, and the ability to continue moving forward.
- 10.4 If existing council members are re-elected to council, then, if possible, each should assume a new position.

11. Removing Council Member

- 11.1 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.



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11.2 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.

12. Replacing Council Member

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

12.2 A replacement council member may be appointed from any person eligible to sit on council.

12.3 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.

12.4 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations, and the bylaws respecting the calling and holding of meetings.

13. Officers

13.1 At the first meeting of the Strata 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.

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

13.3 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.

13.4 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.

13.5 At the option of the Property Manager, he or she may offer their opinion to the Strata Council on any decisions involving the Strata Corporation. If this opinion is contrary to any Strata Council decision, the Property Manager may, at their discretion, disclose their opinion in the minutes of the next council meeting, or by correspondence to the ownership, without interference of the Strata Council.

14. 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.

14.2 The notice does not have to be in writing.



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- 14.3 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.
- 14.4 The Council must inform owners about a council meeting as soon as feasible after the meeting has been called.
15. **Requisition of Council Hearing**
- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2 If a hearing is requested under bylaw 15.1, the Council must hold a meeting to hear the applicant within one month of the request.
16. **Quorum of Council**
- 16.1 A quorum of the council is:
- (a) One, if the council consists of one member;
 - (b) Two, if the council consists of 2, 3, or 4 members;
 - (c) Three, if the council consists of 5 or 6 members; and
 - (d) Four, if the council consists of 7 members.
- 16.2 Council members must be present in person at the council meeting to be counted in establishing quorum.
17. **Council Meetings**
- 17.1 At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 17.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.3 Owners may attend council meetings as observers.
- 17.4 Despite bylaw 17.3, 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;

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- (c) Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. 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.

18.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

19. Council to Inform Owners of Minutes

19.1 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.

20. Delegation of Council's Powers and Duties

20.1 Subject to bylaws 20.2 to 20.4, 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.

20.2 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 bylaw 20.3.

20.3 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.

20.4 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.

21. 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.

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21.2 Despite bylaw 21.1, 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 a 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.

22.2 Bylaw 22.1 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

23. Maximum Fine

23.1 Unless otherwise stated in a bylaw or rule, the Strata Corporation shall fine an owner or tenant for an infraction or violation of any bylaw or rule of "The Symphony" or the Strata Property Act (The "Act") and regulations to the Act under the following schedule:

- (a) \$50.00 for a first infraction or violation;
- (b) \$100.00 for a second infraction or violation; and
- (c) \$200.00 for each additional occurrence.

23.2 Pursuant to section 172(4) of the Strata Property Act (the "Act"), there shall be no need for a 3/4 vote at a general meeting to authorize a Small Claims Court proceeding to collect money owing to the Strata Corporation or separate section of the Strata Corporation to collect debts under \$10,000.00 in Provincial Court.

24. Continuing Contravention

24.1 If any activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

Division 5 — Annual and Special General Meetings

25. Person to Chair Meeting

25.1 Annual and Special General Meetings must be chaired by the president of the council.

25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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- 25.3 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.
26. Participation by Other than Eligible Voters
- 26.1 Tenants and occupants may attend annual and special general, whether or not they are eligible to vote.
- 26.2 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.
27. Voting
- 27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.
- 27.7 At an annual or special general meeting, an owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- 27.8 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the strata corporation's votes, present in person or by proxy.
- 27.9 Notwithstanding section 48(3) of the *Strata Property Act*, if within 15 minutes from the time appointed for an annual or special general meeting of the strata corporation a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within a half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.



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28. Order of Business

28.1 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; 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 committee, 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;
- (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. 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, these Bylaws, or the rules.

29.2 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 persons nominated by the disputing parties; or
- (b) Any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.



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- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Divisions 7 — Separate Sections within Strata Corporation

30. Creation of Separate Sections

- 30.1 The owners of all the residential strata lots, being strata lots 6— 56, shall form a separate section (the "Residential Section") within the Strata Corporation, consisting of all the residential strata lots in the strata plan.

- 30.2 The owners of all non-residential strata lots, being strata lots 1 — 5, shall form a separate section (the "Commercial Section") within the Strata Corporation, consisting of all the non-residential strata lots in the strata plan.

31. Obligations of Separate Sections

- 31.1 Subject to the provisions of the Strata Property Act, and without limiting the generality of section 194 of the Strata Property Act, each of the Residential Section and the Commercial Section shall:
- (a) Control, manage, and administer the limited common property appurtenant to the separate section, facilities common to the separate section, and other assets of the Strata Corporation, for the benefit of all members of the separate section;
 - (b) Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including, without limitation, the elevators and other apparatuses and equipment used in connection with the limited common property appurtenant to the separate section and common property to be controlled, managed, and administered by either separate section, as described below, facilities common to the separate section or other assets of the separate section;
 - (c) Maintain all areas common to the separate section, both internal and external, including, without limitation, storage areas, public halls, and parking areas; and
 - (d) Maintain the limited common property appurtenant to the separate section in a safe and attractive condition.
- 31.2 For the purposes of allocating common expenses between the Residential Section and the Commercial Section, and subject to the provisions of the Strata Property Act (in particular, Section 195 thereof), the following shall apply:
- (a) The Commercial Section shall be responsible for all expenses of the Strata Corporation that relate solely to the limited common property designated for the exclusive use of the Commercial Section;



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- (b) The Residential Section shall be responsible for all expenses of the Strata Corporation that relate solely to the limited common property designated for the exclusive use of the Residential Section;
- (c) The Residential Section and the Commercial Section shall share all expenses in connection with any common property shared by both sections, as allocated by the Strata Corporation; and (d) Any other Strata Corporation expenses that benefit only the Residential Section or the Commercial Section shall be borne by such benefiting section.

Division 8 — Restriction on Legal Claims against Settling Parties

32. Residential Strata Lots

32.1 All strata lot owners are prohibited from commencing or continuing any claim or proceedings against the following parties:

- (a) Palladium Properties Corp., in its capacity as general partner of the Symphony Tower Limited Partnership and on behalf of the members of the Symphony Tower Limited Partnership, Palladium Development Corp., Symphony Tower Limited Partnership, and their respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (b) Travelers Guarantee Company of Canada and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (c) Via Architecture Incorporated and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (d) Morrison Hershfield Ltd. and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns.

(the "Settling Parties") in relation to claims that are the subject of an indemnity granted by the Strata Corporation to the Settling Parties in paragraph 8 of a settlement



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agreement approved by the Strata Corporation on January 20, 2010 (the "Settlement Agreement"), unless the commencement or continuation of such claims or proceedings is first approved by a 3/4 vote resolution of the Strata Corporation.

32.2 The Strata Corporation is authorized to provide a copy of the Settlement Agreement to any owner, prior strata lot owner, or prospective strata purchaser on request.

33. Commercial Strata Lots

33.1 All strata lot owners are prohibited from commencing or continuing any claim or proceedings against the following parties:

- (a) Palladium Properties Corp., in its capacity as general partner of the Symphony Tower Limited Partnership and on behalf of the members of the Symphony Tower Limited Partnership, Palladium Development Corp., Symphony Tower Limited Partnership, and their respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (b) Travelers Guarantee Company of Canada and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (c) Via Architecture Incorporated and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns;
- (d) Morrison Hershfield Ltd. and its respective partners, beneficiaries, affiliates, associated entities, and each of their respective heirs, executors, administrators, committees, receivers, members of limited partnerships, interim receivers, receiver/managers, monitors, trustees, predecessors, successors, partners, officers, directors, shareholders, employees, agents, and assigns.

(the "Settling Parties") in relation to claims that are the subject of an indemnity granted by the Strata Corporation to the Settling Parties in paragraph 8 of a settlement agreement approved by the Strata Corporation on January 20, 2010 (the "Settlement Agreement"), unless the commencement or continuation of such claims or proceedings is first approved by a 3/4 vote resolution of the Strata Corporation.

33.2 The Strata Corporation is authorized to provide a copy of the Settlement Agreement to any owner, prior strata lot owner, or prospective strata purchaser on request.