



IMPORTANT INFORMATION Please have this translated	重要資料 請找人為你翻譯
RENSEIGNEMENTS IMPORTANTS Prière de les faire traduire	これはたいせつなお知らせです。どなたかに日本語に訳してもらってください。
INFORMACIÓN IMPORTANTE Busque alguien que le traduzca	알려드립니다 이것을 번역해 주십시오
CHỈ DẪN QUAN TRỌNG Xin nhờ người dịch hộ	ਜ਼ਰੂਰੀ ਜਾਣਕਾਰੀ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਕੋਲੋਂ ਇਸ ਦਾ ਉਲੰਥਾ ਕਰਵਾਓ

ANNUAL GENERAL MEETING NOTICE

February 10, 2026

NOTICE TO: *The Owners, Strata Plan LMS712*

FROM: Agent for the Owners
FirstService Residential BC Ltd.
200 Granville Street, Suite 700
Vancouver, B.C. V6C 1S4
Telephone: 604.683.8900

Senior Strata Manager
Francois Beauchemin

TAKE NOTICE that the Annual General Meeting of Strata Plan LMS712 will be held:

Date & Time: Tuesday, March 3, 2026, at 7:00 p.m.

Registration: 6:30 p.m.

Location: Lobby of Ocean Tower
1501 Howe St,
Vancouver, BC

The bylaws may state that in order to vote, an owner should be paid up in all arrears of strata fees and current special levies owing to the Strata Corporation. Cheques will not be accepted at the meeting unless certified. **If you are uncertain of your account status, or have questions about how to make payments**, please contact ar.bc@fsresidential.com. Owners may be represented by proxy holders - a proxy appointment form is provided for your convenience. A spouse who is not registered on title **MUST** have a proxy authorization to vote.

FSRConnect™ REGISTRATION

Sign up for the Resident Portal today to get access to the latest essential documents and information for your community. To register please visit here: <https://portal.connectresident.com/#/registration> and click on the 'Create Account' button. Having trouble? For assistance call our Care Center which is open 24/7 365 days a year with translation services available in 31 different languages. The Care Centre team can be reached at 1.855.273.1967.

**PLEASE BRING THIS NOTICE TO THE MEETING
SEE AGENDA ON REVERSE SIDE**



FirstService
RESIDENTIAL

TO ALL OWNERS
STRATA PLAN LMS712
888 Beach

NOTICE OF THE ANNUAL GENERAL MEETING

DATE: Tuesday, March 3, 2026
TIME: 7:00 p.m. - Registration commences at 6:30 p.m.
PLACE: Lobby of Ocean Tower, 1501 Howe Street, Vancouver, BC

AGENDA

1. Certification of Proxies – Quorum Status Report
2. Call to Order 7:00 p.m.
3. Approval of General Meeting Rules of Procedure
4. Proof of Notice
5. Approval of Agenda
6. Approval of Annual General Meeting Minutes (held on March 13, 2025, as previously circulated)
7. President and Treasurer Reports
8. Majority Vote Resolution “A” – Rules Approval (attached)
9. Insurance Report (attached)
10. Majority Vote Resolution “B” - Budget (attached)
 - (a) Financial Statement
 - (b) Proposed Budget/Budget Notes and Fee Schedule
 - (c) Summary of projected CRF Fund Balance
11. Resolutions (attached)
 - (a) Majority Vote Resolution “C” – Capital Improvement Fund
 - (b) Majority Vote Resolution “D” – Elevator Modernization Fund
 - (c) Majority Vote Resolution “E” - Electric Scooters, E-Bikes, and Similar Devices Electrical Infrastructure
 - (d) 3/4 Vote Resolution “F” – Tug and Trailer
 - (e) 3/4 Vote Resolution “G” - Bylaw Amendment
12. Election of Council
13. Termination of Meeting

GENERAL MEETING RULES OF PROCEDURE

Subject to a majority vote resolution passed at the meeting; the Strata Corporation may use the rules of procedure at Special and Annual General Meetings:

- (a) Late attendees will be admitted into the meeting intermittently when convenient to avoid disruptions to the meeting.
- (b) Each eligible voter or proxy holder will receive their applicable proportionate vote as per the Strata Corporation's voting rights.
- (c) Eligible voters must not transfer voting cards to any person without the approval of the chairperson and on such terms and conditions as the chairperson may impose.
- (d) A proxy holder cannot transfer a proxy to any person.
- (e) Eligible voters and proxy holders who leave the meeting are assumed to have surrendered their voting cards and ballots to the chairperson.
- (f) On each agenda item requiring a vote, the chairperson will request a mover and seconder for the motion to begin debate and discussion on the motion, or amendment to the motions which will be indicated by an electronic vote.
- (g) For procedural agenda items requiring a vote (such as agenda approval, previous general meeting minutes) the chairperson will request a mover and seconder for the motion to begin debate, and discussion on the motion, or amendment to the motions which will be indicated by vote.
- (h) During discussion and debate, all participants at the meeting must be respectful to their fellow owners, eligible voters, and participants.
- (i) All questions or debates must be directed to the chairperson. Debate between parties is not permitted without the consent of the chairperson.
- (j) Each eligible voter and other persons permitted to attend the meeting, are entitled to speak once on each resolution/motion or proposed amendments to the resolution or motion for no longer than 1 minute.
- (k) If an eligible voter calls for the vote (also known as "calling the question"), the chair may decide to hold the vote if there are no objections or seek a majority decision of the owners to end debate and hold the vote; otherwise debate continues.
- (l) Amendments to vote resolutions will be permitted if they are moved and seconded to pass the motion. If the proposed amendment fails to have the support of a seconder, the proposed amendment shall be deemed to have been defeated.
- (m) Amendments will be voted on one at a time, and new amendments shall not be considered until the previous amendment has been voted on or withdrawn.
- (n) The chairperson may remove an attendee if they are causing undue interference with the meeting.
- (o) All decisions of the chairperson, and motions and resolutions of the voting quorum must be recorded in the minutes of the meeting.
- (p) Voting will be done by show of voting cards to determine votes in favour, opposed and abstaining from a vote. If a secret ballot or precise count is requested, the chairperson will determine the method of a precise count.

MAJORITY VOTE RESOLUTION "A" RATIFICATION OF RULES

PREAMBLE: The Strata Council has added the following rule this year:

MOBILE PHONE CREDENTIALS

1. Mobile phone fob credentials (allowing a phone to be used like a button fob, but not for parkade gate access) are priced at \$15.00 each.
2. Each unique credential is valid for a single phone, cannot be shared, and will not migrate to a replacement phone.
3. Any credentials associated with an owner/resident will be cancelled if the owner/resident sells or moves out of LMS712.

WHEREAS: pursuant to Section 125 of *Strata Property Act* [S.B.C. 1998], Rules can be created or amended by council to govern the use, safety and condition of the common property and common assets of a Strata Corporation, but a Rule ceases to have effect at the first Annual General Meeting held after it is made, unless the Rule is ratified by a resolution passed by a majority vote (a) at that Annual General Meeting, or (b) at a special general meeting held before that Annual General Meeting;

WHEREAS: since the last Annual General Meeting Council amended the Rules for the building, and would now like the owners to approve them as contemplated by Section 125 of the *Strata Property Act* [S.B.C. 1998];

BE IT RESOLVED by a Majority Vote Resolution that The Owners, Strata Plan LMS712, in person or by proxy at this General Meeting ratify or approve at this general meeting the following Rules:

MOBILE PHONE CREDENTIALS

1. Mobile phone fob credentials (allowing a phone to be used like a button fob, but not for parkade gate access) are priced at \$15.00 each.
2. Each unique credential is valid for a single phone, cannot be shared, and will not migrate to a replacement phone.
3. Any credentials associated with an owner/resident will be cancelled if the owner/resident sells or moves out of LMS712.

END OF RESOLUTION



SUMMARY OF COVERAGES

Named Insured	The Owners, Strata Plan LMS712, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners
Project Name	888 BEACH
Property Manager	FirstService Residential BC Ltd. dba FirstService Residential
Policy Period	December 09, 2025 to December 09, 2026
Policy Number	BFL04LMS0712
Insured Location(s)	1500 Hornby Street, Vancouver, BC V6Z 2R1, 1501 Howe Street, Vancouver, BC V6Z 2P8, 888, 896 & 898 Beach Avenue, Vancouver, BC V6Z 2P9

INSURING AGREEMENT

 PROPERTY (Appraisal Date: December 9, 2025)	DEDUCTIBLE	LIMIT
All Property, Blanket By-Laws.		\$186,000,000
130% Extended Replacement Cost		\$241,800,000
Property Extensions		Included
Lock & Key	\$2,500	\$25,000
Additional Living Expenses - Per Unit		\$50,000
Additional Living Expenses - Annual Aggregate		\$1,000,000
Excess Property Extensions - Annually Aggregated		Up to \$5,000,000
- Excludes all damage arising from the peril of Earthquake		
All Risks	\$25,000	
Sewer Backup	\$25,000	
Water Damage	\$25,000	
Earthquake (Annual Aggregate)	10% (minimum \$100,000)	130% of the Policy Limit
Flood (Annual Aggregate)	\$25,000	130% of the Policy Limit
Business Interruption (Gross Rentals), 100% Co-Insurance, Indemnity Period (Months) : N/A	N/A	Not Covered
 CRIME	DEDUCTIBLE	LIMIT
Employee Dishonesty - Including Property Manager and Elected Officer Theft	Nil	\$1,000,000
Broad Form Money and Securities	Nil	\$10,000
 COMMERCIAL GENERAL LIABILITY	DEDUCTIBLE	LIMIT
Bodily Injury & Property Damage	\$1,000	\$30,000,000
Non-Owned Automobile	\$1,000	\$30,000,000
Infectious Agent or Communicable Disease Exclusion – With Limited Exceptions		
Total Pollution Exclusion		
 CONDOMINIUM DIRECTORS & OFFICERS LIABILITY	DEDUCTIBLE	LIMIT
Claims Made Form - Including Property Manager	Nil	\$20,000,000
Human Rights Defense Costs, including coverage for punitive or exemplary damages		Included
Privacy Event Expenses	N/A	Not Applicable
Cyber Liability	N/A	Not Applicable

INSURING AGREEMENT

	BLANKET GLASS - Includes Lobby Glass	DEDUCTIBLE	LIMIT
	Residential	\$250	Blanket
	Commercial	\$500	
	Canopy	\$1,000	
	EQUIPMENT BREAKDOWN	DEDUCTIBLE	LIMIT
	Standard Comprehensive Form including Production Machines and Electronic Equipment	\$5,000	\$186,000,000
	- Deductible Waiver Endorsement with respect to losses exceeding \$25,000		
	Extra Expense – 100% available in first month	24 Hour Waiting Period	\$1,000,000
	- Additional Living Expenses Endorsement - Per Unit		\$25,000
	- Additional Living Expenses Endorsement - Annual Aggregate		\$1,000,000
	Loss of Profits – Rents, Indemnity Period (Months): N/A	N/A	Not Covered
	POLLUTION LIABILITY	DEDUCTIBLE	LIMIT
	Each Event	\$25,000	\$1,000,000 Shared
	Aggregate Policy Limit		\$20,000,000 Shared
	VOLUNTEER ACCIDENT	DEDUCTIBLE	LIMIT
	Maximum Limit of Loss	See Policy Wordings	\$1,000,000
	LEGAL EXPENSES	DEDUCTIBLE	LIMIT
	Each Event	Nil	\$1,000,000
	Annual Aggregate		\$5,000,000
	TERRORISM	DEDUCTIBLE	LIMIT
	Per Occurrence.	\$1,000	\$350,000
	Annual Aggregate		\$350,000
	CYBER, DATA & PRIVACY	DEDUCTIBLE	LIMIT
	Cyberboxx	\$5,000	
	Annual Policy Aggregate		\$100,000
	Hackbuster's Incident response services		Included
	Coverage A - Privacy Breach Liability		\$100,000
	Coverage B - Privacy Breach Expense		\$50,000
	Coverage C - Cyber Extortion & Recovery		\$50,000
	Coverage D - Social Engineering		\$25,000
	Coverage E - Breach by suppliers		\$50,000

Loss Payable

All Registered Unit Owners &/or other Mortgagees as their interest may appear and as shown in the Land Registration District Office applicable to the said Property.

This record sheet is intended for reference only. Please refer to your polic(ies) for complete details.

**MAJORITY VOTE RESOLUTION "B"
PROPOSED BUDGET**

WHEREAS The Owners, Strata Plan LMS712, have reviewed the proposed 2026 Operating Budget;

BE IT RESOLVED by a Majority Vote Resolution of The Owners, Strata Plan LMS712, in person or by proxy at this General Meeting, approve the proposed 2026 Operating Budget.

END OF RESOLUTION

LMS0712 - 888 Beach
Balance Sheet Condensed
 December 31, 2025

Account	Description	Current Month December
Entity: V0712 - LMS0712 - 888 Beach		
ASSETS		
10015 VCC1	Bank - Operating - VCC1 VANCITY	617,872
TOTAL CASH		\$617,872
11000 VCC1	Bank - CRF - VCC1 VANCITY	351,885
11020 VCC1	Investments - CRF GIC - VCC1 VANCITY	461,020
11030 VCC1	Investments - Structural GIC - VCC1 VANCITY	400,000
11060 VCC1	Bank - Structural - VCC1 VANCITY	903,841
11075 VCC1	Bank - Elevator Modernization (RV10) - VCC1 VANCITY BANK	2,550,527
TOTAL RESERVE CASH AND INVESTMENTS		\$4,667,273
13000	Accounts Receivable	43,341
13016	Accounts Receivable Homeowner Chargeback	2,741
13045	Accrued Interest Receivable	10,264
13055	Accounts Receivable - Others	1,181
13156	Accounts Receivable Special Levy	733,334
TOTAL ACCOUNTS RECEIVABLE		\$790,861
14150	Prepaid Expenses	12,600
14165	Prepaid Insurance	301,230
TOTAL PREPAID ASSETS		\$313,830

Account	Description	Current Month December
Entity: V0712 - LMS0712 - 888 Beach		
LIABILITIES		
20000	Accounts Payable	44,392
20055	Accounts Payable Other	189
20115	Accrued Payables Operating	410,971
20360	Refunds Payable	21,753
28030	Lien Holdback Payable	70,519
TOTAL ACCOUNTS PAYABLE		\$547,823
22000	Accrued Vacation Payable	8,757
TOTAL DEFERRED LIABILITIES		\$8,757
23000	Prepaid Assessments	113,737
TOTAL PREPAID ASSESSMENTS		\$113,737
TOTAL LIABILITIES		\$670,316
OWNER'S EQUITY		
30400	Operating Fund - Opening Balance	407,206
30490	Prior Year Adjustment	(1,107)
	CURRENT YEAR SURPLUS (DEFICIT)	(65,278)
TOTAL OPERATING FUND BALANCE		\$340,821
33677	Reserve - Elevator Modernization (RV10)	3,256,799
36074	Reserve - Structural (RSV1)	1,302,277
TOTAL OTHER RESERVES		\$4,559,076
35354	Contingency Reserve Fund - Opening Balance	779,540
	CURRENT YEAR SURPLUS (DEFICIT)	40,081
TOTAL RESERVE FUND BALANCE		\$819,622



LMS0712 - 888 Beach
Balance Sheet Condensed
December 31, 2025

TOTAL ASSETS \$6,389,836

Account	Description	Current Month December
	TOTAL OWNER'S EQUITY	\$5,719,519
	TOTAL LIABILITIES AND EQUITY	\$6,389,836

Income Statement Detail Month and YTD Accts

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
OPERATING FUND											
ASSESSMENTS											
40000	Operating Fund Contribution	226,308	226,308	0	0.0%	2,715,700	2,715,700	0	0.0%	2,715,700	0
40030	Contingency Fund Contribution	30,000	30,000	0	0.0%	360,000	360,000	0	0.0%	360,000	0
	ASSESSMENTS TOTAL:	\$256,308	\$256,308	\$0	0.0%	\$3,075,700	\$3,075,700	\$0	0.0%	\$3,075,700	\$0
OTHER REVENUE											
42340	Miscellaneous Income	599	1,000	(401)	-40.1%	21,411	12,000	9,411	78.4%	12,000	(9,411)
43000	Bylaw / Late Payment Fine	1,250	667	583	87.5%	30,188	8,000	22,188	>100%	8,000	(22,188)
44130	Interest Income	53	833	(781)	-93.7%	4,417	10,000	(5,583)	-55.8%	10,000	5,583
44740	Bike Room / Rack Rental	(100)	0	(100)	0.0%	0	0	0	0.0%	0	0
	OTHER REVENUE TOTAL:	\$1,802	\$2,500	(\$698)	-27.9%	\$56,016	\$30,000	\$26,016	86.7%	\$30,000	(\$26,016)
	TOTAL REVENUE:	\$258,110	\$258,808	(\$698)	-0.3%	\$3,131,716	\$3,105,700	\$26,016	0.8%	\$3,105,700	(\$26,016)
EXPENSES											
ADMINISTRATIVE											
50000	Administration	1,489	917	(572)	-62.4%	13,714	11,000	(2,714)	-24.7%	11,000	(2,714)
52105	Printing / Stationery	437	1,167	729	62.5%	13,622	14,000	378	2.7%	14,000	378
	ADMINISTRATIVE TOTAL:	\$1,926	\$2,083	\$157	7.5%	\$27,336	\$25,000	(\$2,336)	-9.3%	\$25,000	(\$2,336)
INSURANCE & TAXES											
53000	Insurance	36,446	31,250	(5,196)	-16.6%	379,372	375,000	(4,372)	-1.2%	375,000	(4,372)
	INSURANCE & TAXES TOTAL:	\$36,446	\$31,250	(\$5,196)	-16.6%	\$379,372	\$375,000	(\$4,372)	-1.2%	\$375,000	(\$4,372)
PROFESSIONAL FEES											
55065	Accounting / Audit / Tax Filing	0	783	783	100.0%	9,416	9,400	(16)	-0.2%	9,400	(16)

Income Statement Detail Month and YTD Accts

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/(Over)
55145	Concierge Relief	(3,451)	0	3,451	0.0%	0	0	0	0.0%	0	0
55185	Engineering Services	23,065	3,333	(19,731)	<-100%	26,443	40,000	13,557	33.9%	40,000	13,557
55235	Legal Fees	2,016	4,167	2,151	51.6%	24,841	50,000	25,159	50.3%	50,000	25,159
55570	Management Fees	5,338	6,833	1,495	21.9%	63,697	82,000	18,303	22.3%	82,000	18,303
PROFESSIONAL FEES TOTAL:		\$26,968	\$15,117	(\$11,851)	-78.4%	\$124,397	\$181,400	\$57,003	31.4%	\$181,400	\$57,003
SALARIES & BENEFITS											
57105	Employee Benefits	(11)	1,833	1,845	>100%	17,497	22,000	4,503	20.5%	22,000	4,503
58070	Building Manager Payroll	7,624	7,333	(291)	-4.0%	89,434	88,000	(1,434)	-1.6%	88,000	(1,434)
58102	Cleaning Janitorial Payroll	17,601	13,000	(4,601)	-35.4%	153,232	156,000	2,768	1.8%	156,000	2,768
58152	Concierge Payroll	14,386	18,542	4,155	22.4%	191,126	222,500	31,374	14.1%	222,500	31,374
58610	Concierge Relief (Security)	20,133	5,417	(14,716)	<-100%	83,799	65,000	(18,799)	-28.9%	65,000	(18,799)
SALARIES & BENEFITS TOTAL:		\$59,733	\$46,125	(\$13,608)	-29.5%	\$535,088	\$553,500	\$18,412	3.3%	\$553,500	\$18,412
UTILITIES											
59000	Electricity	10,008	8,750	(1,258)	-14.4%	105,212	105,000	(212)	-0.2%	105,000	(212)
59300	Gas	12,468	14,583	2,115	14.5%	128,084	175,000	46,916	26.8%	175,000	46,916
59740	Garbage and Recycling	4,044	5,750	1,706	29.7%	61,690	69,000	7,310	10.6%	69,000	7,310
59800	Water Sewer	22,000	21,667	(333)	-1.5%	248,833	260,000	11,167	4.3%	260,000	11,167
UTILITIES TOTAL:		\$48,520	\$50,750	\$2,230	4.4%	\$543,820	\$609,000	\$65,180	10.7%	\$609,000	\$65,180
BUILDING & GROUNDS											
61560	Parkade - Fire Equipment Rm	(351)	0	351	0.0%	0	0	0	0.0%	0	0
61955	Landscaping Interior	1,531	958	(573)	-59.8%	11,528	11,500	(28)	-0.2%	11,500	(28)
61960	Landscaping Exterior	5,868	6,250	382	6.1%	80,651	75,000	(5,651)	-7.5%	75,000	(5,651)
BUILDING & GROUNDS TOTAL:		\$7,048	\$7,208	\$160	2.2%	\$92,179	\$86,500	(\$5,679)	-6.6%	\$86,500	(\$5,679)

Income Statement Detail Month and YTD Accts

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/(Over)
MAINTENANCE & REPAIRS											
64115	Repair Maintenance	109,522	35,000	(74,522)	<-100%	624,292	420,000	(204,292)	-48.6%	420,000	(204,292)
65415	Painting	8,915	2,667	(6,248)	<-100%	8,915	32,000	23,086	72.1%	32,000	23,086
65835	Boiler RM	0	1,692	1,692	100.0%	10,566	20,300	9,734	47.9%	20,300	9,734
65915	Elevator RM	(13,199)	7,833	21,032	>100%	65,357	94,000	28,643	30.5%	94,000	28,643
66100	Mechanical Improvement	(31,497)	23,333	54,831	>100%	264,059	280,000	15,941	5.7%	280,000	15,941
66690	Fire Equipment RM	351	4,333	3,982	91.9%	45,984	52,000	6,016	11.6%	52,000	6,016
67255	Supplies	(77)	1,167	1,244	>100%	28,007	14,000	(14,007)	<-100%	14,000	(14,007)
67810	Window Cleaning	0	5,833	5,833	100.0%	62,013	70,000	7,987	11.4%	70,000	7,987
MAINTENANCE & REPAIRS TOTAL:		\$74,014	\$81,858	\$7,844	9.6%	\$1,109,193	\$982,300	(\$126,893)	-12.9%	\$982,300	(\$126,893)
RECREATION CENTER											
73826	Recreation Facilities / Amenity - Furniture / Equi	(3,207)	0	3,207	0.0%	0	0	0	0.0%	0	0
73852	Recreation Center RM	5,583	2,750	(2,833)	<-100%	25,609	33,000	7,391	22.4%	33,000	7,391
RECREATION CENTER TOTAL:		\$2,375	\$2,750	\$375	13.6%	\$25,609	\$33,000	\$7,391	22.4%	\$33,000	\$7,391
OTHER EXPENSES											
76000	Contingency	30,000	30,000	0	0.0%	360,000	360,000	0	0.0%	360,000	0
OTHER EXPENSES TOTAL:		\$30,000	\$30,000	\$0	0.0%	\$360,000	\$360,000	\$0	0.0%	\$360,000	\$0
TOTAL OPERATING EXPENSES:		\$287,030	\$267,142	(\$19,888)	-7.4%	\$3,196,994	\$3,205,700	\$8,706	0.3%	\$3,205,700	\$8,706
NET OPERATING INCOME/(LOSS):		(28,920)	(8,333)	(\$20,587)	>100%	(65,278)	(100,000)	34,722	-34.7%	(100,000)	(34,722)
NET SPECIAL ASMT INCOME/(LOSS):		0	0	\$0	0.0%	0	0	0	0.0%	0	0
RESERVE FUND											
RESERVE ASSESSMENTS											

Income Statement Detail Month and YTD Accts

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/(Over)
48000	CRF - Current Year Contributions	30,000	0	30,000	0.0%	360,000	0	360,000	0.0%	0	(360,000)
	RESERVE ASSESSMENTS TOTAL:	\$30,000	\$0	\$30,000	0.0%	\$360,000	\$0	\$360,000	0.0%	\$0	(\$360,000)
RESERVE OTHER REVENUE											
49345	CRF - Interest	1,403	0	1,403	0.0%	27,294	0	27,294	0.0%	0	(27,294)
	RESERVE OTHER REVENUE TOTAL:	\$1,403	\$0	\$1,403	0.0%	\$27,294	\$0	\$27,294	0.0%	\$0	(\$27,294)
	TOTAL RESERVE REVENUE:	\$31,403	\$0	\$31,403	0.0%	\$387,294	\$0	\$387,294	0.0%	\$0	(\$387,294)
OTHER EXPENSE RESERVE											
93020	CRF - Emergency Expenditures (CRF1)	0	0	0	0.0%	60,000	0	(60,000)	0.0%	0	(60,000)
	OTHER EXPENSE RESERVE TOTAL:	\$0	\$0	\$0	0.0%	\$60,000	\$0	(\$60,000)	0.0%	\$0	(\$60,000)
TRANSFERS RESERVE											
94210	CRF - Transfer From Other Reserve	0	0	0	0.0%	(12,787)	0	12,787	0.0%	0	12,787
94230	CRF - Transfer To Structural Reserve Fund	25,000	0	(25,000)	0.0%	300,000	0	(300,000)	0.0%	0	(300,000)
	TRANSFERS RESERVE TOTAL:	\$25,000	\$0	(\$25,000)	0.0%	\$287,213	\$0	(\$287,213)	0.0%	\$0	(\$287,213)
	TOTAL RESERVE EXPENSES:	\$25,000	\$0	(\$25,000)	0.0%	\$347,213	\$0	(\$347,213)	0.0%	\$0	(\$347,213)
	NET RESERVE INCOME/(LOSS):	6,403	0	\$6,403	0.0%	40,081	0	40,081	0.0%	0	(40,081)

2026 BUDGET
STRATA PLAN LMS0712
888 BEACH AVENUE

Date	28-Jan-26
Strata Fee Increase	4.92%

YEAR END: DECEMBER 31, 2026

UNAUDITED

CATEGORY CODE	NAME	2025 BUDGET	2025 DECEMBER	2026 BUDGET	
<u>INCOME</u>					
40000	Operating Fund Contribution	2,715,700	2,715,700	2,526,900	
40030	CRF Fund Contribution	360,000	360,000	700,000	1
	Total Assessments	3,075,700	3,075,700	3,226,900	2
42340	Miscellaneous Income	12,000	21,411	13,000	
43000	Bylaw / Late Payment Fine	8,000	30,188	15,000	
44130	Interest Income	10,000	4,417	5,000	
	Total Other Revenue	30,000	56,016	33,000	
	TOTAL REVENUE	3,105,700	3,131,716	3,259,900	
<u>ADMINISTRATIVE</u>					
50000	Administration	11,000	13,714	14,000	
52105	Printing/Stationery	14,000	13,622	14,500	
	SUB-TOTAL	25,000	27,336	28,500	
<u>INSURANCE & TAXES</u>					
53000	Insurance	375,000	379,372	335,000	3
<u>PROFESSIONAL FEES</u>					
55065	Audit	9,400	9,416	9,900	
55818	Engineering	40,000	26,443	30,000	4
55235	Legal Fees	50,000	24,841	25,000	5
55570	Management Fees	82,000	63,697	67,000	6
	SUB-TOTAL	181,400	124,397	131,900	
<u>SALARIES & BENEFITS</u>					
57105	Employee Benefits	22,000	17,497	21,000	7
58070	Building Manager	88,000	89,434	94,300	
58102	Cleaning & Janitorial	156,000	153,232	170,000	8
58152	Concierge	222,500	191,126	188,200	9
58610	Concierge Relief (Security)	65,000	83,799	55,000	10
	SUB-TOTAL	553,500	535,088	528,500	
<u>UTILITIES</u>					
59000	Electricity	105,000	105,212	107,000	11
59300	Gas	175,000	128,084	138,500	11
59740	Garbage & Recycling & Organic	69,000	61,690	80,500	11
59800	Water Sewer	260,000	248,833	250,000	11
	SUB-TOTAL	609,000	543,819	576,000	
<u>GROUNDS</u>					
61955	Landscaping - Interior	11,500	11,528	12,100	12
61960	Landscape - Exterior	75,000	80,651	87,000	13
	SUB-TOTAL	86,500	92,179	99,100	

2026 BUDGET
STRATA PLAN LMS0712
888 BEACH AVENUE

Date	28-Jan-26
Strata Fee Increase	4.92%

YEAR END: DECEMBER 31, 2026

UNAUDITED

CATEGORY CODE	NAME	2025 BUDGET	2025 DECEMBER	2026 BUDGET	
<u>MAINTENANCE & REPAIRS</u>					
64115	Repair Maintenance	420,000	624,292	340,000	14
64120	Contracts & Permits	-	-	140,000	14
65415	Painting	32,000	8,915	32,000	15
65835	Boiler RM	20,300	10,566	24,000	16
65915	Elevator RM	94,000	65,357	13,600	17
66100	Mechanical Improvements	280,000	264,059	250,000	18
66690	Fire Equipment RM	52,000	45,984	80,000	19
67255	Supplies	14,000	28,007	27,000	
67810	Window Cleaning	70,000	62,013	81,300	20
	SUB-TOTAL	<u>982,300</u>	<u>1,109,193</u>	<u>987,900</u>	
<u>REC CENTRE EXPENSES</u>					
73852	Rec Centre RM	33,000	25,609	23,000	21
	SUB-TOTAL	<u>33,000</u>	<u>25,609</u>	<u>23,000</u>	
<u>OTHER EXPENSES</u>					
76000	Contingency	360,000	360,000	700,000	1
	SUB-TOTAL	<u>360,000</u>	<u>360,000</u>	<u>700,000</u>	
	TOTAL OPERATING EXPENSES	<u>3,205,700</u>	<u>3,196,993</u>	<u>3,409,900</u>	
	CURRENT YR. OP. SURPLUS / (DEFICIT)	<u>(100,000)</u>	<u>(65,277)</u>	<u>(150,000)</u>	

Strata Plan LMS-712 – 2026 Budget Commentary

Strata Fees

Strata council is recommending a 4.92% increase to the strata fees in 2026. We are carrying forward \$150,000 of the Owners' Equity in order to keep the strata fee increase at this level. The Owners' Equity has built up gradually over the years.

Explanation of the Operating Fund Budget Amounts Related to Strata Fees

The numbers in the far right column on the 2026 Budget correspond to the numbered comments below.

1. CRF Fund Contribution – A total of \$700,000 will be added to the Contingency Reserve Fund. The CRF will be used for the following:
 - a. \$34,000 for the purchase of a Tug and a trailer to replace the tractor and old trailer that are used to haul the garbage bins and totes.
 - b. \$262,500 will be transferred to the Elevator Modernization Fund for the buyout of the ThyssenKrupp elevator contract. Details of the buyout were presented in the January 2026 strata council minutes.
 - c. \$620,000 will be transferred to the Capital Improvement Fund (formerly Structural Fund) to cover the cost of planned projects as outlined at the end of this document.
2. Total Strata Fees - The total strata fees including the CRF contribution of \$700,000 will result in a 4.92% increase in monthly strata fees.
3. Insurance -The actual premium for the twelve month period December 9, 2025 to December 9, 2026 period is \$328,615 part of which was expensed in December, 2025. The 2026 budget amount of \$335,000 includes an estimate for the premium applicable to December 10-31, 2026 which will likely be higher.
4. Engineering – The budget includes investigative fees paid to RDH to follow up on issues reported by owners that are not related to large projects. There is also an amount set up for fees paid to Williams Engineering related to the unauthorized alterations of limited common property by one owner.
5. Legal – The budget of \$25,000 is mainly related to the fees and costs incurred as the strata continues to deal with issues related to the unauthorized alterations of limited common property.
6. Management Fees – There will be a 5.2% increase in the 2026 management fees charged by FirstService Residential.
7. Employee Benefits – The budget is primarily for the cost of the ManuLife benefits available to full-time employees. Other benefits such as the employer's share of Canada Pension Plan and Employment Insurance and the WorkSafe BC premiums are recorded in the applicable salary accounts for the staff.
8. Cleaning & Janitorial - This account includes the strata's janitorial employee plus contract cleaning provided 7 days a week including extended hours on week days by Just George.
9. Concierge - The budget is based on the assumption that all concierge staff will be available for work for all their shifts in 2026 and not on sick leave or unpaid leaves of absence. This category should be reviewed together with the Concierge Relief

budget in #10 below because the strata's concierge staff do not always work their full shifts as planned.

10. Concierge Relief (Security) - Refer to the comment in #9 above. Security services are used for specific weekend shifts not covered by concierge staff and for coverage of the concierge staff's vacation, sick days and leaves of absence. Security services also cover shifts of staff who resign until a replacement concierge employee is hired.

11. Utilities

- a. The 2026 budget for Electricity is based on actual costs for 2025 that were just over 2% higher than the previous year. The recoveries from Switch for EV charging of approximately \$7,000 are credited to this account.
- b. The actual payments for Gas in 2025 were lower than for the same period in 2024. The 2026 budget is based on the actual costs for 2025.
- c. The Garbage and Recycling budget includes the monthly contract amount paid to the waste removal contractor, fees paid for scenting in the organic waste and other garbage rooms, fees paid to the City of Vancouver and the semi-annual junk removal. The 2026 budget includes \$10,000 to allow for the cost of new bins that are compatible with the new tug that will be purchased to replace the aging tractor.
- d. The 2026 budget for Water & Sewer is based on the actual payments to the City of Vancouver during 2025. The strata council continues to monitor the water consumption reported by the two meters. One was not functioning properly during 2024-25 and there was unusual consumption in the 2nd meter during one of the 2025 billing cycles.

12. Landscaping Interior – The budget includes the contract with Ambius to maintain the indoor plants plus the costs of the floral arrangements for the concierge desk.

13. Landscaping Exterior

- a. The strata will continue to use Para Space as the contractor in 2026 for the grounds work, the maintenance of the large flower pots and planters on the townhouse roofs and repairs to the irrigation system. Estimated cost for all services is \$59,500.
- b. There is a \$16,000 allowance for additional work to be carried out on the boulevards.
- c. Due to City of Vancouver regulations, the strata must obtain a Water Feature Permit for the pond. The strata also engages a contractor to maintain the pond to comply with health regulations. Estimated costs for these items is \$11,500.

14. Repairs and Maintenance- The Repairs and Maintenance account has been split into two in order to monitor expenses more closely. The split of the budget amount is an estimate for 2026.

- a. The Repairs and Maintenance budget will be used for repairs that are not contracts or routine such as parkade washing, infrared scans, repairs to suites and common areas, drain repairs, parkade gate repairs, security system repairs.

- b. The Contracts and Permits budget is for routine repairs and services such as dryer duct cleaning, garbage chute cleaning, pest control, and snow removal and salting.
15. Painting – The budget is for routine touch up painting throughout the complex during the year plus some specific projects that have been identified for 2026.
 16. Boiler & Mechanical Repairs and Maintenance – This budget is for the quarterly review work done by Milani and the cost of the annual boiler permits. Refer to #18 Mechanical Improvements for major mechanical repairs.
 17. Elevators- While KONE is installing the six new elevators there will be no monthly contract fee for elevator servicing. This annual saving of approximately \$94,600 has provided some of the funding for the transfer to the Contingency Reserve Fund in #1. The 2026 budget provides for the cost of the security telephones in the elevators, permit fees and a provision for unplanned purchase of parts for the old elevators as the transition from ThyssenKrupp to KONE takes place.
 18. Mechanical Improvements – The \$250,000 budget includes replacement of the fire pump and the related fire watch costs by security patrols until the new pump can be installed.
 19. Fire Equipment Repairs & Maintenance – The budget provides for the annual fire safety inspection, the necessary repairs identified during the inspection and other repairs during the year. The budget increased by \$28,000 over the prior year due to the required replacement of 200 in-suite smoke alarms in 2026.
 20. Window Cleaning- The budget provides for the windows and non-accessible glass to be cleaned three times during 2026. The contractor has not increased the price. The budget also includes an amount for the maintenance, repairs and cleaning of the glass overhangs on the towers which should be serviced annually to ensure the drains do not clog and that they are washed correctly plus a provision to clean the ledges in some areas of the complex.
 21. Rec Centre – Repairs & Maintenance – The budget provides for the replacement of small items in the gym. It also includes the swimming pool maintenance service provided by Imperial Paddock Pools 7 days per week plus the cost of supplies for the pool and repairs to equipment in the gym.

Capital Improvement Fund (formerly Structural Fund)

\$620,000 will be transferred from the Contingency Reserve Fund to the Capital Improvement Fund (formerly Structural Fund) balance forward. On advice from FirstService Residential, the \$620,000 is included in the Reserve-Contingency Fund amount of \$700,000 identified in item 1 above.

The expenditures from the Capital Improvement Fund during 2026 will include:

- The 2026 IGU (foggy window) replacements in the residential units
- Balance of the project to replace the IGU's and flashings in the tower lobbies
- Installation of security gates on Beach Avenue near the store, if approved by the City of Vancouver
- Repair of the membrane in the drive aisles in the parkade on levels P1 and P2
- Renovating the washrooms including shower facilities connected to the swimming pool

- A report on the Electrical Systems in the complex with a view to future upgrades that will be more environmentally friendly
- An electrical planning report or other studies necessary to comply with the government's proposed legislation related to the requirement to provide infrastructure to allow owners to install individual chargers for electrical vehicles in their parking stalls.
- Roof drain cleaning
- Major repairs as required to deal with water ingress situations reported by owners, for security measures and for interior refurbishments

LMS 712 - 888 BEACH
Proposed Strata Fee Schedule
January 01, 2026 to December 31, 2026

Strata Lot Number	Civic Address	Unit Entitlement	Op. Fund Monthly Contribution \$	CRF Monthly Contribution \$	Total Monthly Strata Fees \$	OLD Monthly Strata Fees \$	*Monthly Difference \$
1	T02 - 1500 Hornby Street	2,142	1,420.54	393.52	1,814.06	1,729.06	85.00
2	T03 - 1500 Hornby Street	2,133	1,414.58	391.86	1,806.44	1,721.79	84.65
3	T04 - 1500 Hornby Street	2,173	1,441.10	399.21	1,840.31	1,754.08	86.23
4	T05 - 1501 Howe Street	1,844	1,222.91	338.77	1,561.68	1,488.51	73.17
5	T06 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
6	T07 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
7	T08 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
8	T09 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
9	T10 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
10	T11 - 1501 Howe Street	1,804	1,196.39	331.42	1,527.81	1,456.22	71.59
11	T12 - 1501 Howe Street	2,054	1,362.18	377.35	1,739.53	1,658.02	81.51
12	T13 - 1501 Howe Street	2,147	1,423.85	394.44	1,818.29	1,733.09	85.20
13	TH14 - 1501 Howe Street	2,028	1,344.94	372.57	1,717.51	1,637.04	80.47
14	T15 - 1501 Howe Street	1,474	977.53	270.80	1,248.33	1,189.84	58.49
15	T16 - 1501 Howe Street	1,477	979.52	271.35	1,250.87	1,192.26	58.61
16	C4 - 888 Beach Avenue	694	460.25	127.50	587.75	560.21	27.54
17	T01 - 1500 Hornby Street	1,639	1,086.96	301.11	1,388.07	1,323.03	65.04
18	301 - 1501 Howe Street	1,217	807.10	223.58	1,030.68	982.38	48.30
19	302 - 1501 Howe Street	1,172	777.26	215.31	992.57	946.06	46.51
20	303 - 1501 Howe Street	1,161	769.96	213.29	983.25	937.18	46.07
21	T17 - 1501 Howe Street	839	556.41	154.14	710.55	677.26	33.29
22	T18 - 1501 Howe Street	807	535.19	148.26	683.45	651.42	32.03
23	T19 - 1501 Howe Street	1,549	1,027.28	284.57	1,311.85	1,250.38	61.47
24	T20 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
25	T21 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
26	T22 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
27	T23 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
28	T24 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
29	T25 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
30	T26 - 888 Beach Avenue	1,005	666.50	184.63	851.13	811.25	39.88
31	C1 - 1500 Hornby Street	765	507.34	140.54	647.88	617.52	30.36
32	C2 - 888 Beach Avenue	798	529.23	146.60	675.83	644.16	31.67
33	C3 - 1501 Howe Street	737	488.76	135.40	624.16	594.92	29.24
34	401 - 1501 Howe Street	1,502	996.10	275.94	1,272.04	1,212.44	59.60
35	402 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
36	403 - 1501 Howe Street	962	637.99	176.73	814.72	776.54	38.18
37	404 - 1501 Howe Street	1,053	698.34	193.45	891.79	850.00	41.79
38	405 - 1501 Howe Street	1,571	1,041.86	288.62	1,330.48	1,268.14	62.34
39	408 - 1500 Hornby Street	942	624.72	173.06	797.78	760.40	37.38
40	409 - 1500 Hornby Street	1,024	679.10	188.12	867.22	826.59	40.63
41	407 - 1500 Hornby Street	683	452.95	125.48	578.43	551.33	27.10
42	406 - 1500 Hornby Street	714	473.52	131.17	604.69	576.35	28.34
43	501 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
44	502 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
45	503 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
46	504 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
47	516 - 888 Beach Avenue	1,075	712.93	197.49	910.42	867.76	42.66
48	515 - 888 Beach Avenue	945	626.71	173.61	800.32	762.82	37.50
49	514 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
50	513 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
51	512 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
52	508 - 1500 Hornby Street	942	624.72	173.06	797.78	760.40	37.38
53	509 - 1500 Hornby Street	1,026	680.43	188.49	868.92	828.20	40.72

LMS 712 - 888 BEACH
Proposed Strata Fee Schedule
January 01, 2026 to December 31, 2026

Strata Lot Number	Civic Address	Unit Entitlement	Op. Fund Monthly Contribution \$	CRF Monthly Contribution \$	Total Monthly Strata Fees \$	OLD Monthly Strata Fees \$	*Monthly Difference \$
54	510 - 1500 Hornby Street	680	450.96	124.93	575.89	548.91	26.98
55	511 - 1500 Hornby Street	713	472.85	130.99	603.84	575.55	28.29
56	505 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
57	506 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
58	507 - 1500 Hornby Street	903	598.86	165.89	764.75	728.92	35.83
59	601 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
60	602 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
61	603 - 1501 Howe Street	1,053	698.34	193.45	891.79	850.00	41.79
62	604 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
63	616 - 888 Beach Avenue	1,073	711.59	197.13	908.72	866.14	42.58
64	615 - 888 Beach Avenue	945	626.71	173.61	800.32	762.82	37.50
65	614 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
66	613 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
67	612 - 888 Beach Avenue	896	594.21	164.61	758.82	723.27	35.55
68	608 - 1500 Hornby Street	943	625.39	173.24	798.63	761.21	37.42
69	609 - 1500 Hornby Street	1,024	679.10	188.12	867.22	826.59	40.63
70	610 - 1500 Hornby Street	684	453.62	125.66	579.28	552.14	27.14
71	611 - 1500 Hornby Street	716	474.84	131.54	606.38	577.97	28.41
72	605 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
73	606 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
74	607 - 1500 Hornby Street	904	599.52	166.08	765.60	729.72	35.88
75	701 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
76	702 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
77	703 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
78	704 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
79	712 - 888 Beach Avenue	1,016	673.80	186.65	860.45	820.13	40.32
80	711 - 888 Beach Avenue	1,200	795.82	220.46	1,016.28	968.66	47.62
81	708 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
82	709 - 1500 Hornby Street	992	657.87	182.25	840.12	800.76	39.36
83	710 - 1500 Hornby Street	1,125	746.08	206.68	952.76	908.12	44.64
84	705 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
85	706 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
86	707 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
87	801 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
88	802 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
89	803 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
90	804 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
91	811 - 888 Beach Avenue	2,802	1,858.24	514.77	2,373.01	2,261.82	111.19
92	808 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
93	809 - 1500 Hornby Street	992	657.87	182.25	840.12	800.76	39.36
94	810 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
95	805 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
96	806 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
97	807 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
98	901 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
99	902 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
100	903 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
101	904 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
102	908 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
103	909 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
104	910 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
105	905 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
106	906 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54

LMS 712 - 888 BEACH
Proposed Strata Fee Schedule
January 01, 2026 to December 31, 2026

Strata Lot Number	Civic Address	Unit Entitlement	Op. Fund Monthly Contribution \$	CRF Monthly Contribution \$	Total Monthly Strata Fees \$	OLD Monthly Strata Fees \$	*Monthly Difference \$
107	907 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
108	1001 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
109	1002 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
110	1003 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
111	1004 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
112	1008 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
113	1009 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
114	1010 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
115	1005 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
116	1006 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
117	1007 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
118	1101 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
119	1102 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
120	1103 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
121	1104 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
122	1108 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
123	1109 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
124	1110 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
125	1105 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
126	1106 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
127	1107 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
128	1201 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
129	1202 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
130	1203 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
131	1204 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
132	1208 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
133	1209 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
134	1210 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
135	1205 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
136	1206 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
137	1207 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
138	1301 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
139	1302 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
140	1303 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
141	1304 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
142	1308 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
143	1309 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
144	1310 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
145	1305 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
146	1306 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
147	1307 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
148	1401 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
149	1402 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64
150	1403 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
151	1404 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
152	1408 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
153	1409 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
154	1410 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
155	1405 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
156	1406 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
157	1407 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
158	1501 - 1501 Howe Street	1,505	998.09	276.49	1,274.58	1,214.86	59.72
159	1502 - 1501 Howe Street	1,503	996.77	276.12	1,272.89	1,213.25	59.64

LMS 712 - 888 BEACH
Proposed Strata Fee Schedule
January 01, 2026 to December 31, 2026

Strata Lot Number	Civic Address	Unit Entitlement	Op. Fund Monthly Contribution \$	CRF Monthly Contribution \$	Total Monthly Strata Fees \$	OLD Monthly Strata Fees \$	*Monthly Difference \$
160	1503 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
161	1504 - 1501 Howe Street	1,055	699.66	193.82	893.48	851.61	41.87
162	1508 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
163	1509 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
164	1510 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
165	1505 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
166	1506 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
167	1507 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
168	1601 - 1501 Howe Street	2,207	1,463.65	405.46	1,869.11	1,781.53	87.58
169	1602 - 1501 Howe Street	2,215	1,468.95	406.93	1,875.88	1,787.99	87.89
170	1608 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
171	1609 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
172	1610 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
173	1605 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
174	1606 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
175	1607 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
176	1701 - 1501 Howe Street	2,207	1,463.65	405.46	1,869.11	1,781.53	87.58
177	1702 - 1501 Howe Street	2,215	1,468.95	406.93	1,875.88	1,787.99	87.89
178	1708 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
179	1709 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
180	1710 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
181	1705 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
182	1706 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
183	1707 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
184	1801 - 1501 Howe Street	1,736	1,151.29	318.93	1,470.22	1,401.33	68.89
185	1802 - 1501 Howe Street	1,745	1,157.26	320.58	1,477.84	1,408.59	69.25
186	1808 - 1500 Hornby Street	972	644.62	178.57	823.19	784.61	38.58
187	1809 - 1500 Hornby Street	990	656.55	181.88	838.43	799.14	39.29
188	1810 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
189	1805 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
190	1806 - 1500 Hornby Street	1,173	777.91	215.50	993.41	946.87	46.54
191	1807 - 1500 Hornby Street	1,126	746.75	206.86	953.61	908.93	44.68
192	1902 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
193	1903 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
194	1904 - 1500 Hornby Street	936	620.74	171.96	792.70	755.56	37.14
195	1905 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
196	1906 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
197	1901 - 1500 Hornby Street	936	620.74	171.96	792.70	755.56	37.14
198	2002 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
199	2003 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
200	2004 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
201	2005 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
202	2006 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
203	2001 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
204	2102 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
205	2103 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
206	2104 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
207	2105 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
208	2106 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
209	2101 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
210	2202 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
211	2203 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
212	2204 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18

LMS 712 - 888 BEACH
Proposed Strata Fee Schedule
January 01, 2026 to December 31, 2026

Strata Lot Number	Civic Address	Unit Entitlement	Op. Fund Monthly Contribution \$	CRF Monthly Contribution \$	Total Monthly Strata Fees \$	OLD Monthly Strata Fees \$	*Monthly Difference \$
213	2205 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
214	2206 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
215	2201 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
216	2302 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
217	2303 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
218	2304 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
219	2305 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
220	2306 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
221	2301 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
222	2402 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
223	2403 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
224	2404 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
225	2405 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
226	2406 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
227	2401 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
228	2502 - 1500 Hornby Street	969	642.63	178.02	820.65	782.19	38.46
229	2503 - 1500 Hornby Street	989	655.89	181.69	837.58	798.34	39.24
230	2504 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
231	2505 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
232	2506 - 1500 Hornby Street	1,177	780.57	216.23	996.80	950.09	46.71
233	2501 - 1500 Hornby Street	937	621.40	172.14	793.54	756.36	37.18
234	2603 - 1500 Hornby Street	1,221	809.74	224.32	1,034.06	985.61	48.45
235	2604 - 1500 Hornby Street	1,238	821.02	227.44	1,048.46	999.33	49.13
236	2601 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
237	2602 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
238	2703 - 1500 Hornby Street	1,221	809.74	224.32	1,034.06	985.61	48.45
239	2704 - 1500 Hornby Street	1,238	821.02	227.44	1,048.46	999.33	49.13
240	2701 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
241	2702 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
242	2803 - 1500 Hornby Street	1,221	809.74	224.32	1,034.06	985.61	48.45
243	2804 - 1500 Hornby Street	1,238	821.02	227.44	1,048.46	999.33	49.13
244	2801 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
245	2802 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
246	2903 - 1500 Hornby Street	1,221	809.74	224.32	1,034.06	985.61	48.45
247	2904 - 1500 Hornby Street	1,238	821.02	227.44	1,048.46	999.33	49.13
248	2901 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
249	2902 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
250	3003 - 1500 Hornby Street	1,292	856.83	237.36	1,094.19	1,042.92	51.27
251	3004 - 1500 Hornby Street	1,309	868.11	240.48	1,108.59	1,056.65	51.94
252	3001 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
253	3002 - 1500 Hornby Street	1,582	1,049.15	290.64	1,339.79	1,277.02	62.77
254	3102 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
255	3101 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
256	3202 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
257	3201 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
258	3302 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
259	3301 - 1500 Hornby Street	2,383	1,580.37	437.79	2,018.16	1,923.60	94.56
		317,521	210,574.93	58,333.25	268,908.18	256,308.33	12,599.85
Total Annual Strata Fees (x 12 months) =			2,526,899.16	699,999.00	3,226,898.16	3,075,699.96	

**V0712 LMS0712 - 888 Beach
Contingency Reserve Fund - Projected
Jan 01, 2026 to Dec 31, 2026**

Account Description	
35354 Opening Balance of Contingency Reserve Fund (CRF)	819,622.00
48000 Contingency Reserve Fund Contributions	700,000.00
49345 Interest	27,294.00
CRF expenditure - Subject to passage of Resolution for Capital Improvement (Structural Fund	(620,000.00)
CRF expenditure - Subject to passage of Resolution for Elevator Modernization	(262,500.00)
CRF expenditure - Subject to passage of Resolution for TUG & Trailer	(34,000.00)
CRF expenditure - Subject to passage of Resolution for Electrical Infrastructure	(18,000.00)
Probable Balance of Contingency Reserve Fund at the end of the fiscal year	<u><u>612,416.00</u></u>

MAJORITY VOTE RESOLUTION “C” CAPITAL IMPROVEMENT FUND

PREAMBLE: The Capital Improvement Fund (“CIF”) is to be used for non-annual repair, maintenance and replacement of common property, common facilities and other assets. It also includes the fees paid to consultants, engineers and other experts who provide planning, oversight and expertise to complete the projects reported in the “CIF”. The “CIF” will be further funded by an annual appropriation that may be made to the “CIF” from the Contingency Reserve Fund. Investment income generated by the “CIF” is to be retained in the “CIF”. Expenses may be charged to the “CIF” if approved by a special resolution passed by a majority vote.

WHEREAS The Owners, Strata Plan LMS712 wish to conduct repairs to the parking membrane and the swimming pool washrooms, cleaning of the roof drain systems, replacement of the failed IGU’s (Insulated Glass Units), obtain advice and reports for Mechanical and Electrical System upgrades and Electric Vehicle (EV) charging capability in individual parking stalls and general major repairs as identified in the buildings and grounds located at 1501 Howe Street, 888 Beach Avenue and 1500 Hornby Street, Vancouver BC;

AND WHEREAS the *Strata Property Act of B.C.*, Section 96 permits a Contingency Reserve Fund expenditure approved first by a majority vote at an Annual or Special General Meeting if the repair, maintenance or replacement as recommended in the most current depreciation report for common property, common assets or the portions of a Strata lot for which the Strata Corporation has taken responsibility under section 72(3);

AND WHEREAS, the Depreciation Report dated July 5, 2023, identifies the repairs to the parking membrane and the swimming pool washrooms, and cleaning of the roof drain systems, replacement of the failed IGU’s (Insulated Glass Units), obtain advice and reports for Mechanical and Electrical System upgrades and Electric Vehicle (EV) charging capability in individual parking stalls and general major repairs as identified in the buildings and grounds located at 1501 Howe Street, 888 Beach Avenue and 1500 Hornby Street, Vancouver BC, as such expenditure for repair, maintenance, or replacement.

BE IT RESOLVED by a Majority Vote Resolution of The Owners, Strata Plan LMS712 (the “Strata Corporation”), in person or by proxy at the General Meeting approve to spend under a Capital Improvement Fund \$900 000 (Nine Hundred Thousand) for the purpose of repairs to the parking membrane and the swimming pool washrooms, cleaning of the roof drain systems, replacement of the failed IGU’s (Insulated Glass Units), obtain advice and reports for Mechanical and Electrical System upgrades and Electric Vehicle (EV) charging capability in individual parking stalls and general major repairs as deemed necessary for the maintenance of Strata Corporation assets and to transfer from the Contingency Reserve Fund in the amount of \$620,000.

END OF RESOLUTION

MAJORITY VOTE RESOLUTION “D” ELEVATOR MODERNIZATION FUND

PREAMBLE: The Owners, Strata Plan LMS712 approved a special levy in the amount of \$4.4 million on January 30, 2025 for the Elevator Modernization Project that included elevator modernization, fire safety system upgrades and security system upgrades.

When the Owners approved the \$4.4 million special levy and the elevator section of the Elevator Modernization Project was awarded to KONE, there were six years remaining on the elevator maintenance contract with the existing elevator vendor, TK Elevator (“TKE”), at a cost of approximately \$94,600 per year. As is standard practice in the elevator industry, a new elevator manufacturer will not allow a previous manufacturer to handle the maintenance of the new elevator system. Therefore, this switch over requires the buyout of the previous TKE maintenance contract. TKE has agreed to reduce the buy-out of the maintenance contract to \$262,500 which is less than 50% of the amount that would have been paid for maintenance in each of the next six years.

The TKE buy-out was not included in the \$4.4 million special levy to keep the amount of the levy down. Council was aware of this requirement at the onset of the elevator modernization process. The intention was to pay the buy-out when the final amount was known from the Contingency Reserve Fund which has been built up over the years and will be replenished with savings as a result of reduced elevator maintenance costs in the next two years.

WHEREAS the Strata Plan LMS712 has received an invoice from TKE for the buyout of the maintenance contract in the amount of \$262,500 (Two hundred sixty-two thousand five hundred dollars);

AND WHEREAS the *Strata Property Act of B.C.*, Section 96 permits a Contingency Reserve Fund expenditure approved first by a majority vote at an Annual or Special General Meeting if the repair, maintenance or replacement as recommended in the most current depreciation report for common property, common assets or the portions of a Strata lot for which the Strata Corporation has taken responsibility under section 72(3);

AND WHEREAS, the Depreciation Report dated July 5, 2023, identified the elevator work, as such expenditure for repair, maintenance, or replacement and the TKE contract buyout is part of the elevator work;

BE IT RESOLVED by a Majority Vote Resolution of The Owners, Strata Plan LMS712 (the “Strata Corporation”), in person or by proxy at the General Meeting approve the sum of \$262,500 (Two hundred sixty-two thousand five hundred dollars) for payment of the TKE maintenance contract buyout, such expenditure as a charge against the Contingency Reserve Fund.

END OF RESOLUTION

**MAJORITY VOTE RESOLUTION “E”
ELECTRIC SCOOTERS, E-BIKES AND SIMILAR DEVICES
ELECTRICAL INFRASTRUCTURE**

PREAMBLE: Council is recommending the installation of an electric charging for bike and scooter alike section in the parkade. The first phase would have 4 charging stations with the possibility of adding 2 more in the future.

WHEREAS the Strata Council has reviewed options to support safe charging infrastructure for electric scooters, electric bicycles, mobility devices, and similar low-wattage electric personal transportation devices within the building’s parkade;

AND WHEREAS the *Strata Property Act* [SBC 1998], Section 96 permits a Contingency Reserve Fund expenditure approved first by a majority vote at an annual or special general meeting if the expenditure is related to EV Charging;

AND WHEREAS the *Strata Property Act* [SBC 1998], permits a change in use of common property as it relates to EV Charging by a majority vote approval at an annual or special general meeting;

BE IT RESOLVED by a Majority Vote Resolution of The Owners, Strata Plan LMS712 (the “Strata Corporation”), in person or by proxy at the General Meeting approve \$18,000 (plus applicable taxes) for the installation of electrical infrastructure for electric scooters, electric bicycles, and similar devices in the parkade as well as the change in use of common property as it relates to EV charging, such expenditure as a charge against the Contingency Reserve Fund.

END OF RESOLUTION

**3/4 VOTE RESOLUTION “F”
TUG AND TRAILER**

PREAMBLE: The Contingency Reserve Fund (“CRF”) is to be used for non-annual repair, maintenance and replacement of common property, common facilities and other assets.

WHEREAS: The Owners, Strata Plan LMS712, pursuant to section 96 of the *Strata Property Act*, wish to purchase a TUG and trailer to facilitate the movement of garbage and recycling bins and totes from the site to the garbage pickup point on the street. The TUG will replace the existing tractor, and the new trailer will be compatible with the TUG;

AND WHEREAS the *Strata Property Act* [SBC 1998], Section 96 permits a Contingency Reserve Fund expenditure approved first by a 3/4 vote at an annual or special general meeting;

BE IT RESOLVED by a 3/4 Vote Resolution of The Owners, Strata Plan LMS712 (the “Strata Corporation”), in person or by proxy at the General Meeting approve \$34,000 (thirty-four thousand) for the purpose of purchasing a TUG and trailer, such expenditure as a charge against the Contingency Reserve Fund.

END OF RESOLUTION

3/4 VOTE RESOLUTION “G” BYLAW AMENDMENT

PREAMBLE: The Bylaw changes mainly house keeping is being presented for Owners consideration and will require separate votes by the Residential and Non Residential strata lots for the bylaw amendments to be approved.

WHEREAS pursuant to s. 128 of the *Strata Property Act*, S.B.C. 1998, c. 43 a strata corporation may amend its bylaws;

BE IT RESOLVED by a 3/4 Vote Resolution of The Residential Owners and The Non Residential Owners, Strata Plan LMS712, in person or by proxy at the General Meeting that the bylaws of the Strata Corporation be amended as follows:

1. The bylaws, words, numbers and/or phrases identified in the bylaw package attached to this $\frac{3}{4}$ vote resolution by the use of “strike through”, for example “”, be repealed; and
2. The bylaws, words, numbers and/or phrases identified in the bylaw package attached to this $\frac{3}{4}$ vote resolution that are underlined and/ or written in colour and/or that are highlighted, with necessary renumbering as required, be adopted as amendments to the bylaws of the Strata Corporation.

Note: A separate vote by both the Residential and Non Residential must be passed for the bylaw amendment to be approved.

ATTACHED

END OF RESOLUTION



**STRATA PLAN LMS 712
888 BEACH**

BYLAWS

**STRATA PLAN LMS 712
888 BEACH BYLAWS**

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TABLE OF CONTENTS

DUTIES OF RESIDENTS AND VISITORS	1
1. Compliance with bylaws and rules	1
2. Payment of strata fees and special levies	1
3. Repair and maintenance of property by owner	2
4. Use of property	32
5. Pets and animals	4
6. Inform strata corporation	65
7. Approvals before altering or renovating a strata lot, common property or limited common property	6
8. Hard Surface Flooring	109
9. Procedures for alterations	1140
10. Permit entry to a strata lot	11
POWERS AND DUTIES OF STRATA CORPORATION.....	1342
11. Repair and maintenance of property by strata corporation	1342
STRATA COUNCIL	13
12. Strata council size	13
13. Strata council eligibility	1413
14. Strata council members' terms	1413
15. Removing strata council member	1413
16. Replacing strata council member	1413
17. Officers	1514
18. Calling strata council meetings	1514
19. Quorum of strata council	15
20. Strata council meetings	1615
21. Voting at strata council meetings	1615
22. Strata council to inform owners of minutes	1615
23. Delegation of strata council's powers and duties	16
24. Spending approvals and restrictions	1746
25. Limitation of liability of strata council member	1847
ENFORCEMENT OF BYLAWS AND RULES.....	1948
26. Fines and Costs	1948
27. Continuing contravention	1948
28. Amounts Owing	1948
29. Exemption from Bylaws and Rules	1948
ANNUAL AND SPECIAL GENERAL MEETINGS	1948
30. Quorum of meeting	1948
31. Person to chair meeting	2049

32.	Participation by other than eligible voters	2019
33.	Voting	2019
34.	Order of business.....	2120
35.	Electronic general meetings	2120
SMALL CLAIMS COURT PROCEEDINGS		2221
36.	Authorization to proceed	2221
MARKETING ACTIVITIES BY OWNERS		2221
37.	Sale of a strata lot.....	2221
INSURANCE AND RESPONSIBILITY		2221
38.	Insurance and Responsibility	2221
STORAGE AND BICYCLES.....		24
39.	Storage and Bicycles	24
PARKING, PARKADE REMOTES, ACCESS FOBS, AND ELECTRIC VEHICLE CHARGING.....		2625
40.	Parking	2625
41.	Visitor Parking.....	27
	P1 Visitor Parking	2827
	P2, P3 and P4 Visitor Parking	2827
42.	Parkade Remotes	2827
43.	Access Fobs	2928
MOVING		29
44.	Moving procedures	29
CLEANLINESS AND GARBAGE		30
45.	Cleanliness and Garbage.....	30
VISITORS AND CHILDREN		3130
46.	Visitors and supervision of children.....	3130
OTHER		31
47.	No smoking.....	31
48.	Miscellaneous	3231
49.	Residential rentals	3635
50.	No Short-Term Accommodation.....	3635
50A.	E-Mobility Devices and Battery Charging	3635

BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS	3736
51. Commercial strata lots	3736
SECURITY MEASURES	3837
52. Security measures	3837
RECREATIONAL FACILITIES	3938
53. Exercise room and the swimming pool.....	3938
54. Council Decisions by Electronic Mail.....	4039

**888 BEACH
Strata Plan LMS712**

DEFINITIONS

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:

- a. **“alteration”** includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- b. **“common property”** includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- c. **“hard surface flooring”** includes, not exhaustively, tile, marble granite, slate, hardwood or hardwood laminate;
- d. **“residents”** means collectively, owners, tenants and occupants and **“a resident”** means collectively, an owner, a tenant and an occupant;
- e. **“spouse of an owner”** has the meaning set out in section 8.1(2) of the *Strata Property Regulation*;
- f. **“strata insurance”** means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

DUTIES OF RESIDENTS AND VISITORS

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- 1.2 Without limiting Division 3 of Part 7 of the Act, a resident must ensure that his or her visitors comply with the bylaws and rules of the strata corporation.

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200 monthly for each contravention of bylaw 2.1.
- 2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.4 Where an owner fails to pay a special levy in accordance with bylaw 2.3, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay a special levy on the date or dates payable will result in a fine of up to \$200 monthly for each contravention of bylaw 2.3.
- 2.5 An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such arrears, including legal costs, comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- 2.6 For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- 2.7 Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

3. Repair and maintenance of property by owner

- 3.1 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. In addition to and without limiting this bylaw 3.1, an owner must:
- (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
 - (b) not allow a strata lot to become unsanitary or untidy.
- 3.2 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.
- 3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, patio or deck that is designated as limited common property for the exclusive use

of their strata lot is responsible for all regular maintenance of such balcony, patio or deck (including the cleaning of the surface of the balcony, patio or deck and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

4.1 A resident 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, odour, vibration or glare;
- (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 otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws); or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication of or by the strata plan.

For the purposes of bylaw 4.1(b) “**unreasonable noise**” includes, but is not limited to, sound made by a resident or visitor between the hours of 11:00 p.m. and 8:00 a.m. which disturbs another resident in another strata lot, the common property or the limited common property or, and includes, not exhaustively, excessive sound from:

- (i) music systems, instruments, televisions, live music, pets or human voices;
- (ii) vibrations from appliances;
- (iii) a social gathering;
- (iv) residents or visitors entering or leaving the building, grounds, or parkade;
- (v) uncarpeted or hard surface flooring;
- (vi) the movement of furniture, drawers opening or closing;
- (vii) construction activities.

4.2 Without limiting bylaw 4.1, and the strata corporation’s powers to enforce bylaws pursuant to the Act, a resident who has a hard surface floor in their strata lot must take reasonable and effective steps to eliminate nuisance or unreasonable noise including, not exhaustively, installing carpets, felt pads on furniture and wearing soft-soled footwear.

4.3 A resident 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.

- 4.4 Residents wishing to use common property for a private event must apply to the strata council. The strata council may define allowed activities at such events, and may charge refundable and /or non-refundable fees depending on the event.
- 4.5 An owner is responsible for any damage caused by occupants, tenants, visitors, or pets to the owner's strata lot or to common property.
- 4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis or any "controlled substance" as that term is defined in the *Controlled Drugs and Substances Act*, S.C 1996, c. 19, as amended.

4.7 Illegal activity

- (a) Without limiting bylaw 38, where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property involving a resident or visitor, the owner or tenant, as applicable and regardless of whether they had knowledge, notice or forewarning of such illegal activity, will be strictly liable to pay all costs incurred by the strata corporation in connection with the investigation and removal of the illegal activity including, without limitation, any insurance deductibles, increases in insurance premiums, disposal costs, and all costs to repair damage to any strata lot or common property, including limited common property.
- (b) An owner who is a landlord must inspect, or ensure that their agent inspects, a strata lot not less than once every 60 days or as frequently as necessary to satisfy himself or herself that a strata lot is not being used for an illegal purpose.

5. Pets and animals

[NOTE TO READER: The pet restrictions set out in bylaws 5.1, 5.2 and 5.3 were first approved by the owners at the general meeting held on February 28, 2013 and were filed in the Land Title Office under registration no. CA3029134 on March 12, 2013. These bylaws have not been repealed or replaced since then and are amended only for the purposes of these bylaws.]

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 The keeping of pets in a strata lot is restricted to the following:
- (a) a reasonable number of fish or other small aquarium animals in an aquarium of not more than 30 gallons or 136 liters in size;
- (b) up to 2 small caged mammals, cage size not to exceed 12 cubic feet or 0.34 cubic meters;
- (c) up to 2 caged birds;
- (d) one dog or two cats.

- 5.3 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.4 A resident must register a pet with the strata council within ten (10) days of the pet being brought on a strata lot by providing, in writing, the name of the pet, breed, weight, colour and markings, together with a photograph of the pet and the name, strata lot number and telephone number of the pet owner.
- 5.5 A resident or visitor must ensure that all animals are leashed or carried when on the common property or on land that is a common asset. A pet found loose on common property or land that is a common asset may be delivered to the municipal pound at the cost of the strata lot owner.
- 5.6 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has an unregistered pet or a pet which, in the opinion of council, is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be muzzled whenever on common property or removed permanently from the strata lot, the common property or common asset or all of them.
- 5.7 If a resident contravenes or keeps a pet which contravenes bylaws 5.2, 5.3, 5.4, or 5.5, the strata council may order such pet to be removed permanently from the strata lot, the common property or common assets or all of them.
- 5.8 A resident whose pet contravenes bylaw 5.7 may be subject to an injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.9 A pet owner must ensure that a pet is kept quiet, controlled and clean. Any damage caused by a pet to the common property, including damage caused by fouling, will be repaired at the owner's expense.
- 5.10 A pet owner must not permit their dog to urinate or defecate anywhere on the common property, including limited common property. In the event of any contravention of the foregoing:
- (a) any urine or excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner; and
 - (b) any cleaning and/or repair of damage caused by fouling will be cleaned and/or repaired at the expense of the owner of the applicable strata lot.
- 5.11 A pet owner must keep a pet only in a strata lot, except for ingress and egress to the street or parking areas. For certainty, pets are not permitted in the courtyard area, on Level "L" lobby of Ocean Tower, Level "L" lobby of Beach Tower or the 5th and 6th floor of California Walkway except for pets belonging to residents of California Walkway.
- 5.12 An owner shall be liable for all actions by a pet kept or visiting an owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

- 5.13 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

6. Inform strata corporation

- 6.1 An owner must notify the strata corporation of:

- (a) within two weeks of becoming an owner, the owner's name and any occupants' names, strata lot number, email address, and mailing addresses outside the strata plan, if any;
- (b) not less than two (2) days prior to a tenant moving into a strata lot, the tenant's name, the strata lot number which the tenant will occupy and mailing address outside the strata plan, if any; and
- (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

7. Approvals before altering or renovating a strata lot, common property or limited common property

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

- (a) an alteration or renovation to a strata lot that involves any of the following:
 - (i) the structure of the building;
 - (ii) coring into concrete;
 - (iii) the exterior of the building;
 - (iv) patios, chimneys, stairs, balconies, cladding, vent covers or other things attached to the exterior of a building;
 - (v) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (vi) fences, railings or similar structures that enclose a patio, balcony or deck;
 - (vii) 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) electrical, plumbing, piping, heating, ventilation, gas and other services, for clarity, including moving any of the following: natural gas lines, drains, ventilation stacks, or pipes;
 - (x) flooring;

- (xi) installation of interior window coverings or shades, or window or door screens;
- (xii) installation of radio, television or satellite dishes;
- (xiii) installation of sound-emitting devices mounted on or within:
 - (a) walls that are shared with another strata lot; or
 - (b) ceilings;
- (xiv) installation of balcony guards or screens;
- (xv) planting anything on common or limited common property;
- (xvi) installation of floor coverings on patios, balconies or decks;
- (xvii) 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.

7.2 Despite bylaw 7.1, a resident must not:

- (a) alter their strata lot in any manner which, in the opinion of the strata council, will alter the exterior appearance of the building; or
- (b) install sound-emitting devices mounted on or within a wall that is shared with another strata lot.

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

- (a) submit a completed Renovation Request Procedures form;
- (b) provide a time schedule for the proposed alterations;
- ~~(c) provide drawings, specifications and scope of work designed and prepared by an architect, engineer or other consultant approved by the strata council;~~
- (d) ~~enter into sign~~ an Indemnity Agreement listing the alterations/renovations that have been approved by the Strata Council and to take responsibility for any expenses relating to the alterations/renovations, including loss or damage to common or limited common property or common assets of the strata corporation and indemnify and hold harmless the strata corporation for any future costs or expenses incurred by the strata corporation, including costs and expenses to repair damage resulting directly or indirectly from the alterations/renovations, including legal costs on a full indemnity basis to enforce this bylaw and the Indemnity Agreement.
- (e) ~~not. No work of any kind may~~ commence any work prior to the Indemnity Agreement having been signed by the owner and the strata corporation;

- (g) ~~in the case of an application for approval to install hard surface flooring or carpeting,~~ submit with an application for approval to install hard surface flooring or carpeting, the application a written copy of the manufacturer's specifications, the acoustic impact ratings, and the testing protocol used to arrive at the Impact Isolation Class (IIC) value for the proposed acoustic underlayment or carpet under pad; and
- (h) 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).

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

- (a) that alterations be commenced within 90 days of the granting of consent or such time as council may direct and in accordance with the design and plans approved by the strata council or its duly authorized representative;
- (b) that alterations be completed within the proposed schedule provided by the owner in accordance with the bylaws, failing which the owner must reapply for approval of the alteration;
- (c) that the owner provide photocopies of the business licence, WorkSafeBC BC coverage, and the commercial general liability insurance of at least \$5,000,000 that all contractors must hold;
- (d) that the standards of work and materials used in the alteration are not less than the existing structures;
- (e) prior to commencing the alterations, that the owner apply for all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council;
- (f) that the owner ensure that all electrical, plumbing, piping, heating, ventilation or gas and other services and flooring will be completed by certified tradesmen;
- (g) that the owner retain, at the owner's expense, an architect, professional engineer, or other consultant approved by the strata council complete periodic site reviews of the alterations/renovations and provide a written report from the engineer confirming:
 - (i) compliance with the approved drawings, specifications and scope of work,
 - (ii) the alterations/renovations do not affect the structural integrity of the building or the integrity of any of the mechanical, heating/ventilation, electrical or plumbing systems in the building;
 - (iii) the alterations/renovations otherwise comply with the applicable building codes, and

(iv) that there has not been any alterations/renovations to common or limited common property, other than those alterations/renovations approved in writing by the strata council.

~~to ascertain that the proposed alterations to electrical, plumbing, piping, heating, ventilation or gas systems are feasible and appropriate to the building;~~

- (h) ~~where it is determined that the proposed alteration is feasible and appropriate,~~ that the owner retain such architect, engineer or consultant to ~~design and~~ supervise construction of the alteration;
- (i) that the owner agrees all work and materials necessary for the alteration are at the sole expense of the owner;
- (j) that the owner provide “as built” drawings of the alteration within 2 weeks from completion of the alterations;
- (k) complete, within a reasonable period of time, any deficiencies or to remove any unapproved alterations/renovations and once completed, provide a written report from an architect, engineer or other consultant approved by the strata corporation confirming completion of any deficiencies and that the completed alterations comply with the approved plans, specifications and scope of work.
- (l) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property or limited common property, 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 the strata lot common property or limited common property;
- (m) 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 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 shall become due and payable on the due date of payment of the next month’s strata fees;
- (n) that the owner grant access to any person(s) authorized by the strata corporation to enter the strata lot at any time for the purpose of inspecting the work in the strata lot under renovation.

7.5 An owner who has altered a strata lot, common property or limited common property prior to the passage of these bylaws, or any subsequent owner on title who receives the benefit of such alteration shall 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.

- 7.6 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.
- 7.7 An owner who, subsequent to the passage of bylaws 7.1 to 7.7 inclusive, alters a strata lot, common property or limited common property without adhering strictly to these bylaws, must restore, on the council's request and at the owner's sole expense, the strata lot, 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 strata lot, the common property or limited common property. The cost of such restoration shall become due and payable on the due date of payment of the next month's strata fees.
- 7.8 After a request by the strata corporation, an owner who refuses or neglects to restore all or part of an alteration to its original condition in accordance with bylaw 7.6, shall be subject to a fine of up to \$200, and where a contravention continues without interruption for more than 14 consecutive days, a fine may be imposed every 7 days.
- 7.9 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.

8. Hard Surface Flooring

- 8.1 An owner must, in accordance with bylaw 7, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, and receive written approval prior to the commencement of the installation.
- 8.2 An owner must ensure that a hard surface floor or carpeting is installed with an acoustic underlayment membrane suitable for the flooring material and which meets or exceeds the acoustic impact standards adopted from time to time by the strata council. An owner may apply to the strata council for an exemption from this bylaw 8.2 on the basis that the hard surface floor or carpeted area will be above an area not affected by sound transmission or is part of the owner's strata lot.

9. Procedures for alterations

9.1 An owner must:

- (a) give the concierge two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials in respect of an alteration. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;
- (b) ensure that the elevator is protected with proper wall pads and floor coverings prior to the delivery or removal of any construction materials in respect of an alteration;
- (c) ensure that construction debris is removed through the parkade and not through the lobby areas;
- (d) not permit any construction debris or materials or packing in respect of an alteration to be deposited in the strata corporation's disposal containers;
- (e) ensure that no construction debris or materials in respect of an alteration are deposited or remain in the common property or limited common property;
- (f) ensure that the hours of work in respect of an alteration are restricted from 8:30 a.m. to 5:30 p.m., Monday through Friday, and from 10:00 a.m. to 5:00 p.m. on Saturdays. Construction activities are not permitted on Sundays, Statutory Holidays or between December 24th and January 2nd except:
 - (i) activities which do not generate noise which disturbs an occupant of another strata lot; or
 - (ii) with the prior written permission of the strata council; and
- (g) provide reasonable supervision for all significant alterations; the determination of significant shall be at the discretion of the strata council;

9.2 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 licences are obtained.

9.3 Where an owner contravenes any of bylaws 9.1(a) through 9.1(g) (inclusive), such owner shall, in addition to any fines that may be levied under these bylaws, be responsible to indemnify the strata corporation for any clean up or repair costs.

9.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaws 7 and 8, such tenant, occupant or visitor must comply with bylaws 9.1 to 9.3 (inclusive).

10. Permit entry to a strata lot

10.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter a strata lot, common property or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, upon 48 hours written notice:
 - (i) to inspect, repair, renew, replace or maintain common property, limited common property, common assets and any portion of a strata lot that is the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident or visitor's compliance with the Act, these bylaws, or the rules of the strata corporation; or
 - (iii) to ensure an owner's compliance with any condition established by the strata corporation as part of an approval of the owner's request to alter a strata lot;
- (c) to inspect an ongoing renovation in a strata lot at any time to ensure that the renovation is proceeding as agreed to in the signed Indemnity Agreement.

10.2 For the purposes of bylaw 10.1(b) a resident must grant entry to a person authorized by the strata corporation in one of the following ways:

- (a) by the resident personally granting immediate access;
- (b) by an authorized person designated by the resident granting immediate access where the resident has previously advised the strata corporation in writing of such designated person's name and contact information; or
- (c) by granting access where the resident has previously delivered to the strata corporation a key to the strata lot and a properly executed Waiver of Claims Regarding Keys form, whether or not the resident is present.

For the purposes of bylaw 10.2(c), and as a convenience to a resident, where a resident has delivered to the strata corporation a key and a properly executed Waiver and Release of Liability Re Strata Lot Key form, the strata corporation agrees to hold and use the key of that resident's strata lot on the date and time and for the purpose specified in the notice, and that resident agrees to authorize and permit entry to the strata lot to a person authorized by the strata corporation on the date and time and for the purpose specified in that notice.

10.3 If access to a strata lot is not provided in accordance with bylaw 10.1, the owner will be responsible for:

- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
- (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

10.4 The notice referred to in bylaw 10.1(b) must include the date and approximate time of the entry and the purpose of the entry.

POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and maintenance of property by strata corporation

11.1 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 (including balcony ceiling light fixtures) and other things attached to the exterior of a building;
 - (d) doors, windows, skylights (including casings, sills and frames), and on the exterior of a building or that front on common property;
 - (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) doors, windows, skylights (including casings, sills and frames) on the exterior of a building or that front on common property.

STRATA COUNCIL

12. Strata council size

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

13. Strata council eligibility

- 13.1 An owner or the spouse of an owner but not both may stand for strata council.
- 13.2 No person may stand for strata council or continue to be on strata 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.

14. Strata council members' terms

- 14.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.
- 14.2 A person whose term as strata council member is ending is eligible for re-election.

15. Removing strata council member

- 15.1 The strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 15.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

16. Replacing strata council member

- 16.1 If a strata council member resigns, or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement council member for the remainder of the term. If a strata council member misses three (3) consecutive meetings without valid reason that person is deemed to have resigned.
- 16.2 The strata council may appoint a strata council member under bylaw 18.1 even if the absence of the member being replaced leaves the council without a quorum.
- 16.3 If all the members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

- 17.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect, from among its members, a president, a vice president, a secretary, a treasurer, and a privacy officer.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act;
 - (b) if the president is removed; or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act the strata council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling strata council meetings¹

- 18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 18.2 The notice in bylaw 18.1 must be in writing.
- 18.3 A council meeting may be held on less than one week's notice if:
- (a) all strata council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all strata council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

19. Quorum of strata council

- 19.1 A quorum of the strata council is:
- (a) 2, if the strata council consists of 3 or 4 members;

¹ See Section 34.1 (Request for council hearing) of the Act

- (b) 3, if the strata council consists of 5 or 6 members; and
- (c) 4, if the strata council consists of 7 members.

19.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

20. Strata council meetings

20.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 At the option of the strata council, strata council meetings and strata council business may be conducted by electronic means, so long as all strata council members and other participants can communicate with each other

20.3 If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.

20.4 Owners and spouses of owners may attend strata council meetings as observers, unless strata council, in its sole discretion, prohibits their attendance.

20.5 Despite bylaw 20.4, no observers may attend those portions of strata council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

21. Voting at strata council meetings

21.1 At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.

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

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

22. Strata council to inform owners of minutes

22.1 The strata council must post for the owners the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of strata council's powers and duties

23.1 Subject to bylaws 23.2, 23.3, and 23.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

- 23.2 The strata 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 23.3.
- 23.3 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.
- 23.4 The strata 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;
 - (c) whether a person should be denied access to a recreational facility.
- 23.5 Despite bylaw 23.4, the strata corporation's building manager or concierge staff may:
- (a) identify whether, in the concierge's opinion, a bylaw or rule infraction has occurred;
 - (b) notify the applicable resident or visitor of the concierge's opinion and, where the breach poses a safety or security risk, or risk of damage to property, provide directions to the applicable resident or visitor regarding the breach; and/or
 - (c) report the concierge's opinion to the strata corporation.

24. Spending approvals and restrictions

- 24.1 No strata council member may spend the strata corporation's money to repair or replace common property or common assets without the majority consent of strata council unless the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 2% of the total contribution to the operating fund for current fiscal year.
- 24.3 If the strata corporation makes an expenditure under any of bylaws 24.1 or 24.2, or section 98(3) of the Act, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5,000 on any single item.

24.4 Despite section 82(3) of the Act, the strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but if the personal property has a market value of more than \$5,000, only if approved by a resolution (passed by a $\frac{3}{4}$ vote) at an annual or special general meeting.

25. Limitation of liability of strata council member

25.1 A strata 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 strata council.

25.2 Bylaw 25.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

25.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

25.4 In addition to bylaw 25.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

(a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or

(b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

25.5 In this bylaw 25.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

ENFORCEMENT OF BYLAWS AND RULES

26. Fines and Costs

- 26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of up to:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 26.2 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

27. Continuing contravention

- 27.1 Except where specifically stated to be otherwise in these bylaws, 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 of up to \$200 may be imposed every 7 days.

28. Amounts Owing

- 28.1 An owner is responsible for payment, without invoice, of any money (other than strata fees and special levies) owing to the strata corporation with respect to that owner's strata lot as provided for in the Act or these bylaws.
- 28.2 Assessments, fines authorized by these bylaws and any other expenses incurred by the strata corporation to enforce either these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the strata council pursuant to the Act or these bylaws, shall become due and payable on the first day of the month next following notification to the owner of the levying of such amount.

29. Exemption from Bylaws and Rules

- 29.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC **Human Rights Code**.

ANNUAL AND SPECIAL GENERAL MEETINGS

30. Quorum of meeting

- 30.1 If within ten (10) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 30.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

31. Person to chair meeting

- 31.1 Annual and special general meetings may be chaired by the president of the strata council, or if the president is unwilling or unable to act, the meeting may be chaired by the vice president of the strata council.
- 31.2 If neither the president nor the vice president of the strata 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 or the property manager.

32. Participation by other than eligible voters

- 32.1 Only owners, spouses of owners, and others as designated by sections 28, 54, 147 and 148 of the Act, may attend annual and special general meetings, whether or not they are eligible to vote.
- 32.2 Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 32.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- 32.4 A person who, as determined by the chair of the general meeting, exhibits offensive behaviour or otherwise disrupts a general meeting, must immediately leave the meeting when directed to do so by majority vote at the meeting.

33. Voting

- 33.1 Except on matters requiring a unanimous vote or an 80% 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.
- 33.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 Despite anything in this bylaw 33, an election of strata council or removal of strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

34. Order of business

34.1 The order of business at annual and special general meetings will include the following:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (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.

34.2 The order of business detailed in bylaw 34.10 may be modified by a majority vote at a special general meeting.

35. Electronic general meetings

35.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method provided the requirements of section 49 of the Act are complied with. ~~if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.~~

~~35.2—A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.~~

~~35.3—Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.~~

~~35.3—Despite anything in bylaw 33 and/or bylaw 34, in the event that a general meeting is held pursuant to bylaw 35.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter. Where the strata corporation does not issue voting cards for the meeting or a particular voter, then a vote will be decided by a physical and/or electronic show of hands unless an eligible voter requests a precise count.~~

SMALL CLAIMS COURT PROCEEDINGS

36. Authorization to proceed

36.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover money owing from an owner or other person.

MARKETING ACTIVITIES BY OWNERS

37. Sale of a strata lot

37.1 Real estate signs must not be displayed in a strata lot. Real estate sandwich boards may be displayed only at the entrances to Beach Tower, Ocean Tower, or Garden Tower.

37.2 At open houses, the agent or owner must meet prospective buyers at the lobby entrance, and escort them to and from the seller's strata lot.

37.3 An owner's agent must not access parts of the complex that do not relate to the marketing of the applicable owner's strata lot. Without limiting the foregoing, an owner's agent must not go door-to-door, or leave marketing materials on the common property or under the doors of strata lots.

37.4 Any breach of bylaws 37.1, 37.2 or 37.3 is subject to a fine of \$200.

INSURANCE AND RESPONSIBILITY

38. Insurance and Responsibility

38.1 For the purposes of these bylaws, "strata insurance" refers to the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

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

- 38.3 A resident must not do or permit anything which will unreasonably increase the risk of fire or the rate of insurance on the building.
- 38.4 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.
- 38.5 For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 38.4, 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; or
 - (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) or arises from anything left in or on common property by owner, and/or by any of the owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); or
 - (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, showers, and bidets;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
 - (vii) fireplaces;
 - (viii) exhaust fans, humidifiers/dehumidifiers, portable indoor air conditioning units and heat pumps;

- (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; or
- (xiii) barbecues or smokers.

38.6 For the purposes of these bylaws, an expense not covered by the strata 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; and
- (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 operates or where the strata council decides not to make a claim on any strata insurance policy because no strata 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 42.3(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 received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 40 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 40.4, 40.5 and/or 40.6.

STORAGE AND BICYCLES

39. Storage and Bicycles

39.1 A resident or visitor must not store any item in or on the common property, except as expressly permitted by these bylaws, the rules, or with the prior written approval of the strata council.

39.2 A resident must store bicycles and tricycles only in the following locations:

- (a) bicycle storage areas, bicycle storage racks, lockers or townhouse garages;
 - (b) attached to the pillar located next to the resident's parking space, but only with the prior written approval of the strata council.
- 39.3 All scooters, bicycles or tricycles, regardless of where they are stored, must be registered with the building manager and must display a current strata ID tag obtained in accordance with the rules.
- 39.4 Where a scooter, bicycle or tricycle is untagged and/or stored in a common area in an unused condition for an extended period of time, the strata corporation may give the applicable resident, if known to the strata corporation, one month's notice, in writing, to remove the scooter, bicycle or tricycle. Otherwise, the strata corporation may leave written notice on the scooter, bicycle or tricycle itself that it be removed within a specified period of time. In the event that the scooter, bicycle or tricycle is not removed within the applicable period of time, the strata corporation may dispose of the scooter, bicycle or tricycle, and any locking device used to secure the scooter, bicycle or tricycle, without further notice. The strata corporation shall not be liable to any resident or visitor for any scooter, bicycle or tricycle, and related locking device, disposed of in accordance within this bylaw.
- 39.5 A resident must not store a bicycle in the rack on P1 intended for short-term use by visitors.
- 39.6 A resident must store kayaks, canoes, paddleboards, surfboards or other non-motorized watercrafts only in:
- (a) a storage locker or a townhouse garage; or
 - (b) such other location(s) designated in the rules (each a "**Designated Storage Location**").
- A resident who stores a kayak, canoe or surfboard in a Designated Storage Location must first register it with the strata management agent.
- 39.7 Where a kayak, canoe, paddle board, surfboard or other non-motorized watercraft is stored in a Designated Storage Location in an unused condition for an extended period of time, the strata corporation may give the resident one month's notice, in writing, to remove the kayak, canoe, paddleboard surfboard or other non-motorized watercraft.
- 39.8 Where a resident fails to remove an item as required by bylaw 43.6, the strata corporation may remove and dispose of such item without further notice to the resident. The strata corporation shall not be liable to any resident for any item disposed of in accordance within this bylaw.
- 39.9 A resident must not store any hazardous or flammable substances in storage lockers or townhouse garages.
- 39.10 Without limiting bylaw 41.1, a resident must not store anything outside lockers.
- 39.11 A resident must not bring bicycles or tricycles into elevators or hallways.

- 39.12 A resident must not store a bicycle or tricycle on a balcony, deck or patio.
- 39.13 A resident must ensure that bicycles, tricycles and scooters enter or leave the building only by means of an entrance to the parkade.

**PARKING, PARKADE REMOTES, ACCESS FOBS,
AND ELECTRIC VEHICLE CHARGING**

40. Parking

- 40.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset without prior written consent of the strata council.
- 40.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.3 A resident storing a vehicle must:
- (a) provide, to the strata corporation, proof of storage insurance, including the commencement and expiry dates of the insurance; and
 - (b) display the verification tag provided by the strata corporation, with the expiry date visible, on the dashboard of the vehicle.
- 40.4 An owner must not sell, licence the use of or assign parking stalls to any person other than an owner. Any such change must be registered with the strata corporation. Despite the foregoing, an owner may lease a parking stall only to a resident of the building.
- 40.5 Except as otherwise expressly permitted by these bylaws or the rules, a resident must park only in the parking stall assigned to the resident or leased from an owner.
- 40.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 40.7 Any resident's vehicle parked in violation of bylaw 40.6 may be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the owner of the applicable strata lot.
- 40.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds or work on vehicles involving any automotive fluids or paints, motor tune ups or other mechanical repairs.
- 40.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 40.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep any audio volume low.

- 40.11 A resident must not park or store any vehicle that drips oil, gasoline or other fluids. A resident must not place cardboard under a vehicle that drips oil, gasoline or other fluids. Despite the foregoing, if a vehicle drips oil, gasoline or other fluids, a resident must immediately place a commercial mat designed to protect the parkade floor from oil, gasoline or other fluids in the intervening period and as reasonably determined by the strata council while the resident attends to the repair of the vehicle.
- 40.12 In the event of spillage of oil, gasoline or other fluids, a resident will be responsible for the costs of clean-up or membrane repairs.
- 40.13 The strata council may designate common property or limited common property for the exclusive use for visitor or paid parking.
- 40.14 A resident must not use any area of the common property or limited common property designed for parking for storage of personal items.
- 40.15 A resident must ensure that only one vehicle traverses the P1/P2 vehicle gates during each gate opening.
- 40.16 A resident must not park in a designated "Residents Only" parking space for more than the maximum posted length of time.
- 40.17 A resident must not park in a parking stall designated as a handicap stall unless the car has a valid handicap mirror tag displayed.
- 40.18 A resident must not park in a designated "Reserved" stall to which they are not entitled. Such entitlement shall be the decision of the strata council, confirmed annually, and is indicated by posted signage.
- 40.19 The vehicle of a resident who parks in a parking space in contravention of these bylaws may be removed by a towing company authorized by the strata council and the vehicle owner shall be responsible for any associated towing or storage charges.
- 40.20 The time per session and/or per day that each electric vehicle may use a charger may be restricted by rule. An electric vehicle must not be parked in the designated charging spot unless the vehicle is actively being charged. It is the responsibility of the electric vehicle owner to move the electric vehicle within 15 minutes of charging being complete, and before the posted maximum time at the charger has expired. Parking spots designated for electric charging are not to be used for any purpose other than charging an electric vehicle by way of the installed charging station.
- 40.21 No studs or chains may be used on vehicles anywhere on or within Strata Plan LMS 712, including, for certainty, in the parkade.

41. Visitor Parking

- 41.1 A resident may not park in a designated visitor parking space. The vehicle of a resident who parks in a visitor parking space is subject to removal by a towing company authorized by the strata council, and the vehicle owner shall be responsible for any associated towing charges.

P1 Visitor Parking

- 41.2 P1 visitor parking is reserved for the exclusive and short-term use of guests of residents as well as trades vehicles. There is no overnight parking allowed by residents or visitors.
- 41.3 A visitor (including for certainty a contractor) who parks in a P1 visitor parking stall must prominently display a note with the suite number of the strata lot being visited on the dashboard of his or her vehicle.
- 41.4 Vehicles parked on P1 must not extend into the driveway beyond the ends of the painted lines.

P2, P3 and P4 Visitor Parking

- 41.5 P2, P3 and P4 visitor parking is reserved for the exclusive use of guests of residents who wish to park overnight.
- 41.6 A visitor who wishes to park overnight on P2, P3, or P4 must first obtain a visitor parking pass from the concierge and prominently display it on the dashboard of their vehicle at all times when parked.

42. Parkade Remotes

- 42.1 An owner is entitled to purchase two parkade remotes per assigned parking stall.
 - (a) At the discretion of the strata council, additional remotes may be purchased from the strata corporation, with the fee for same as set out in the rules.
 - (b) An owner is responsible for the usage of all remotes registered to their strata lot, including those issued to a tenant or a non-resident such as a guest or service provider.
 - (c) An owner must not permit a remote issued to the owner's strata lot to be used for purposes other than accessing the building to access the owner's strata lot. Without limiting the generality of the foregoing, a remote must not be used for soliciting purposes.
- 42.2 An owner must not lend or give a parkade remote to anyone except a resident, tenant, or occupant of the owner's strata lot, or a person authorized by the owner or tenant to enter the owner or tenant's strata lot.
- 42.3 An owner must register each parkade remote with the building manager, indicating the name of the person to whom each remote is assigned, and is responsible for keeping this information up to date.
- 42.4 In the event of loss of a parkade remote:
 - (a) a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available; and

- (b) upon written application by the owner of the applicable strata lot, the strata council may issue a replacement parkade remote for which the strata corporation may charge a fee as set out in the rules.
- 42.5 The strata reserves the right to deactivate one or more parkade remotes in the event of loss of a remote, when a resident moves out, or when strata council determines that a parkade remote has been improperly used.
- 43. Access Fobs**
- 43.1 An owner may apply to purchase two access fobs per strata lot for a fee as set out in the rules.
- (a) Additional fobs may be purchased at the discretion of the strata council.
 - (b) An owner is responsible for the usage of all fobs registered to their strata lot, including those issued to a tenant or a non-resident such as a guest or service provider.
 - (c) An owner must not permit a fob issued to the owner's strata lot to be used for purposes other than accessing the building to access the owner's strata lot. Without limiting the generality of the foregoing, a fob must not be used for soliciting purposes.
- 43.2 An owner must not lend or give a fob to anyone except a resident, tenant, or occupant of the owner's strata lot, or a person authorized by the owner or tenant to enter the owner or tenant's strata lot.
- 43.3 An owner must register each fob with the strata, indicating the name of the person to whom each remote is assigned, and is responsible for keeping this information up to date.
- 43.4 In the event of loss of an access fob:
- (a) a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available; and
 - (b) upon written application by the owner of the applicable strata lot, the strata council may issue a replacement access fob for which the strata corporation may charge a fee as set out in the rules.
- 43.5 The strata corporation reserves the right to deactivate one or more access fobs in the event of loss of a fob, when a resident moves out, or when the strata council determines that an access fob has been lost, stolen or is being used by someone who is not authorized to use the fob in accordance with these bylaws.

MOVING

44. Moving procedures

- 44.1 For the purposes of this bylaw 44, a “**move**” means a transfer of residence involving a strata lot that requires a lobby entrance door or elevator to be utilized for more than ½

hour and for which the resident has provided proper notice, and includes both a move in and a move out. A move for which the resident has not provided proper notice shall be deemed an “**unscheduled move**”.

- 44.2 At least 7 days prior to a move, a resident must provide notice to the concierge of the moving date and the anticipated length of time.
- 44.3 In the event of unusual circumstances, a resident may apply in writing to the strata council for an exemption from bylaw 46.2.
- 44.4 At least 7 days prior to a move, a resident must pay the strata corporation the following amounts:
- (a) a move-in fee as set out in the rules to cover the costs of additional work by concierge and cleaning staff, as well as wear and tear on the building unless the move requires no passage through lobbies or elevators. There is no move-out fee; and
 - (b) the cost for a security guard for a minimum of four hours if the move requires a lobby door to be open for more than ½ hour. The moving resident must personally open and close the lobby door if the move requires less than ½ hour. For certainty, the lobby door must not at any time be left open unattended during the course of a move.
- 44.5 A move must take place between 9:00 a.m. and 5:00 p.m. Monday through Saturday. Moves are not permitted on Sundays or statutory holidays.
- 44.6 In the event of unusual circumstances, a resident may apply to the strata council for an exemption from bylaw 44.5.
- 44.7 A resident must ensure that a lobby entrance door is not left open, ajar or unattended during a move, that an elevator door is not jammed open, and that furniture is not left piled in the common areas for an unreasonable amount of time, as determined by the strata council in its discretion.
- 44.8 A resident must ensure that all common areas are left undamaged and clean.
- 44.9 A resident must install protective floor coverings at the request of a concierge or security guard at any time during a move.
- 44.10 In the event of an “**unscheduled move**”, the concierge or security person on duty will attempt to obtain the services of a security guard, the costs of which will be charged to the owner of the applicable strata lot.

CLEANLINESS AND GARBAGE

45. Cleanliness and Garbage

- 45.1 A resident must not allow a strata lot to become unsanitary, untidy or a source of odour.

- 45.2 Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property by a resident or visitor. Any expenses incurred by the strata corporation to remove such refuse will be charged to the owner of the applicable strata lot.
- 45.3 A resident must ensure that ordinary household refuse and garbage is securely wrapped and deposited in the garbage chute or placed in the containers provided for that purpose, recyclable and compostable materials are deposited in designated bins only, and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 45.4 A resident, when depositing materials in rubbish, recycling or organic materials bins, must ensure that all materials are prepared and packaged according to posted instructions. For clarity, paper and cardboard boxes must be flattened and placed in the designated recycling bin, and no plastic of any kind should be deposited in the cardboard, paper, or organic waste receptacles.
- 45.5 A resident must not use the garbage chute for disposal of diapers or cat litter. These must be carried down and put directly into the garbage container located in the organic waste recycling room.
- 45.6 No furniture, carpet, wood, plaster board, mattresses, paint products, or other hazardous materials may be deposited in the strata corporation dumpsters. Disposal of these items is the responsibility of the applicable resident.
- 45.7 A resident must remove at their own expense any materials other than ordinary household refuse, compostable waste, and recycling provided by the strata corporation

VISITORS AND CHILDREN

46. Visitors and supervision of children

- 46.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level which, in the opinion and in the sole determination of a majority of the strata council, will not disturb the quiet enjoyment of others.
- 46.2 A resident responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level which, in the opinion and in the sole determination of a majority of the strata council, will not disturb the quiet enjoyment of others.
- 46.3 A resident is responsible for assuming liability for and properly supervising activities of any children residing in or visiting their strata lot while playing, including, but not exhaustively, swimming and playing on balconies or decks and on common property.

OTHER

47. No smoking

- 47.1 For the purposes of this bylaw 49, the following definitions apply:

- (c) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, cannabis), or crystal meth;
- (d) **“vape”** or **“vaping”** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

47.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan LMS 712, including, for certainty, in a strata lot or a balcony, patio or deck that is designated as limited common property.

48. Miscellaneous

48.1 A resident or visitor must not use any barbeque, hibachi, smoker, or other outdoor cooking device in a strata lot, or on the limited common property, or common property except in accordance with these bylaws and the rules made by the strata council from time to time.

48.2 A resident may use an approved outdoor cooking device only on a designated deck or designated patio. For the purposes of this bylaw 48.2:

- (a) an **“approved outdoor cooking device”** means a barbeque, or hibachi, powered by propane or electricity. Natural gas, charcoal, wood burning or open flame devices are not permitted on any deck or patio;
- (b) **“designated deck”** means the limited common property above ground designated for the exclusive use of strata lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 45, 47, 80, 81, 91, 168, 169, 184, 185, 254, 255, 258, and 259; and
- (c) **“designated patio”** means the limited common property at ground level designated for the exclusive use of strata lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30.

48.3 A resident must not use a natural gas, charcoal, or wood burning outdoor heating or open flame device on the limited common property or the common property. Despite the foregoing, the following types of outdoor heating devices are permitted:

(a) A device powered by electricity;

~~(b) A propane heater.~~

For certainty, a propane powered firepit is not permitted.

48.4 Propane tanks are prohibited from being stored indoors, in the parkade, in townhouse garages, in lockers, and below grade, as per the BC Fire Code.

48.5 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction include the keeping of personal items and garbage.

48.6 A resident or visitor must not:

- (a) wear or use inline skates, roller skates and skateboards on common property or limited common property or anywhere in the building, including a strata lot;
 - (b) ride a bicycle, scooter, or tricycle on common property or limited common property except for ingress or egress to a bicycle storage area by way of an exterior entrance to the parkade;
 - (c) bring a bicycle or tricycle in an elevator lobby except to gain access to a storage locker on P2, P3, or P4.
- 48.7 Without limiting bylaw 4.1, a resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, if doing so affects the quiet enjoyment of any other resident.
- 48.8 An owner may apply to the strata corporation pursuant to bylaw 7 for permission to install an outlet for a trickle charger in their parking stall in accordance with the strata corporation's trickle charger bylaws and rules as amended from time to time. Any such installation must be performed by a certified electrician at the owner's expense. Any such outlet may not be used for any purpose other than in accordance with bylaw 48.9.
- 48.9 A resident or visitor must not use common property electrical outlets, with the exception of the following:
- (a) parking area outlets used while vacuuming a vehicle,
 - (b) using an outlet installed by an owner pursuant to bylaw 7 and 48.8 to trickle charge to prevent a non-electric vehicle's battery from dying when the vehicle is not used for extended periods, or
 - (c) using an outlet installed by an owner pursuant to bylaw 7 and 48.8 to trickle charge to protect an electric or hybrid vehicle battery from fully discharging when the resident is away for an extended period of time, provided that the resident has received written approval from the strata council, indicated the time period for the use, and the electric vehicle is fully charged to at least 80% prior to using a charger.
 - (d) the shared electrical outlets in the basement bicycle storage rooms while charging an E-Mobility Device, in accordance with bylaw 50A.

For certainty and despite the foregoing, parkade electrical outlets must not be used to charge an electric vehicle.

- 48.10 A resident or owner must not erect or display, or permit to be erected or displayed, any signs, billboards, placards, advertising or notices on the common property, the limited common property or in a strata lot, unless authorized by the council or permitted by bylaw 48.11.
- 48.11 A resident may post notices on a designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.

- 48.12 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 48.13 A resident must ensure that bathroom exhaust fans in a strata lot are used during and after bathing and showering.
- 48.14 A resident must ensure that non-water-soluble materials such as coffee grounds, cat litter, fats, hair, sanitary supplies, paper towels, and wipes of any kind are not disposed of in drains or toilets.
- 48.15 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 48.16 A resident must ensure that drapes, blinds, louvers, or window screens visible from the outside of the building are cream or white in colour.
- 48.17 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 48.18 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony, patio, deck, front door steps or stoop that has been designated for the exclusive use of a strata lot:
- (a) free standing, self-contained planter boxes or containers;
 - (b) summer furniture and accessories; including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box and storage bench no more than 20 cm in height. For clarity, summer furniture and accessories does not include a pergola, gazebo, hot tub, arbor, shed, or canopy.;
 - (c) such other items as, in the opinion of the council, are in keeping with the balance of the complex in terms of design, quality, proportion and colour;
 - (d) floating (unattached) decking with the prior written permission of the strata council.

For certainty, items not allowed on decks, patios or balconies include, not exhaustively, indoor/outdoor carpeting, freezers, refrigerators, dressers, bicycles, sports equipment, tents, hanging baskets, tarps, storage containers and barbeques, hibachis or other cooking devices except as permitted under bylaw 48.2

- 48.19 A resident must not install a hot tub on common property, including limited common property or land that is a common asset.
- 48.20 If a resident contravenes a provision of bylaw 50.10, 48.17 or 48.18, and without otherwise limiting the strata corporation's enforcement options, the council may give the resident written notice to remove the offending item within thirty days of the date of such notice. If the resident fails to remove the item, the council may direct that the item be removed and

the owner of the applicable strata lot shall be responsible for all the expenses incurred by the strata corporation for such removal and clean-up.

- 48.21 A resident who installs exterior Christmas lights or Christmas decorations must install them after November 15th of the year approaching Christmas and must remove them before January 31st of the year following Christmas. Any other seasonal decorations must be removed in a timely manner, as determined by the strata council.
- 48.22 A resident must ensure that water, soil or plant debris does not escape from a balcony while cleaning the balcony or watering plants.
- 48.23 A resident must not remove window stops from windows originally installed in conformity with the City of Vancouver Building By-law 3.3.1.13.(6).
- 48.24 A resident must not block light from entering common windows or glass block walls.
- 48.25 A resident must not permit a condition to exist which will result in excessive consumption of domestic hot or cold water.
- 48.26 A resident may use a portable air conditioner subject to the following:
- (a) The portable air conditioner must not draw on the common water or natural gas systems in a strata lot.
 - (b) If the portable air conditioner has an exhaust hose, it must not extend out beyond the bottom edge of the frame of an open window.
 - (c) The building envelope (including the window glass) may not be penetrated to accommodate the exhaust hose.
 - (d) The resident must ensure that any water produced by a portable air conditioner is not allowed to collect on a balcony and/or run down the side of the building.
- 48.27 An owner may apply to the strata corporation pursuant bylaw 7 for permission to install a ductless air conditioning system in a strata lot provided that the installation plan adheres to the requirements that are set out in the Strata Corporation's current renovation application package. The installation must also meet the requirements of the City of Vancouver.
- 48.28 Except as otherwise expressly permitted by these bylaws, a resident must not install or permit to be installed on a strata lot or the common property, including limited common property, any natural gas appliances, including without limitation, ovens, stoves, cooktops, clothes dryers, barbeques, outdoor heaters or fire pits.
- 48.29 A resident must not keep a natural, cut Christmas tree in a strata lot.
- 48.30 A resident may not install any patio gate screening devices except those approved by the strata council in accordance with bylaw 7.
- 48.31 Patio umbrellas must be collapsed and secured with a strap or cord when residents are not present in their strata lot and/or during windy conditions.

48.32 A resident or visitor must not threaten or abuse (including verbal abuse) an employee of the strata corporation.

49. Residential rentals

49.1 Prior to possession of all or part of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

49.2 Within two weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

49.3 If the strata corporation, in accordance with section 138 of the Act, takes steps in the Residential Tenancy Branch, the Civil Resolution Tribunal and/or the courts to terminate tenancy agreement due to a repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a strata lot that seriously interferes with another person's use and enjoyment of another strata lot, the common property or the common assets, the landlord of the applicable strata lot must reimburse the strata corporation for its legal costs, on a full indemnity basis, in connection with any such steps.

50. No Short-Term Accommodation

50.1 For the purposes of this bylaw 50, "short-term" refers to a period of less than 3 months.

50.2 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, time share, temporary housing, corporate housing, vacation accommodation or extended vacation accommodation, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for short-term accommodation purposes. Any breach of this bylaw 50.2 is subject to a fine of up to \$1,000 per day. Despite the foregoing, house exchange, house sitting and/or pet sitters are permitted provided they are caring for the owner's strata lot while the resident is away for a period of time without receiving remuneration of any kind.

50A. E-Mobility Devices and Battery Charging

50A.1 For the purposes of this bylaw 50A, an "**E-Mobility Device**" means a transportation or recreational device, including but not limited to an electric bicycle, electric pedal assisted bicycle, motorized or electric scooter, skateboard, hoverboard, tricycle or unicycle, that includes and is powered in whole or in part by a lithium-ion battery, including associated wires and charging equipment.

50A.2 A resident or visitor of a residential or non-residential strata lot must not charge an E-Mobility Device anywhere within Strata Plan LMS 712 except in bicycle storage areas using the shared electrical outlets.

- 50A.3 A resident or visitor who charges an E-Mobility Device in accordance with bylaw 50A.2 must promptly disconnect such E-Mobility Device from the electrical outlet once it is fully charged.
- 50A.4 Any such device plugged into an outlet must be labeled with the associated suite or townhouse number.

BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS

51. Commercial strata lots

- 51.1 Hours of operation of a commercial strata lot business shall be between 7:00 a.m. and 11:00 p.m. daily.
- 51.2 An owner or tenant of a commercial strata lot shall not use “888 Beach” or “Strata Plan LMS 712” as, in whole or in part, the name of the business operating in a commercial strata lot.
- 51.3 An owner or tenant of a commercial strata lot must apply to the strata council for prior written approval for all signage and advertising materials displayed in or on exterior windows and doors.
- 51.4 The strata corporation will provide hanging devices for approved commercial signage for all commercial strata lots.
- 51.5 Commercial strata lot owners may install and affix to such hanging devices, at their expense, commercial signage which has been approved by the council.
- 51.6 A commercial strata lot must not be used in ways that create a nuisance such as excessive odours or noise which would interfere with the quiet enjoyment of other residents. This includes any of the following purposes or businesses, not exhaustively:
- (a) a video arcade;
 - (b) a restaurant;
 - (c) a dry cleaning business which operates dry cleaning equipment on the premises;
 - (d) a liquor, cannabis, tobacco, or vaping supply store.
- 51.7 Where an owner or tenant contravenes bylaw 51.3 or 51.5, the strata corporation may, in addition to any fines that may be levied under these bylaws, remove such unauthorized signage or advertising materials.
- 51.8 An owner or tenant of a commercial strata lot must apply to the council for permission in writing to change the type of business being operated in the applicable strata lot to ensure that proposed new type of business does not breach bylaw 51.6. If the strata council is of the opinion that the proposed new type of business will breach bylaw 51.6, the strata council will refuse permission for the change; otherwise, the strata council will grant permission.

SECURITY MEASURES

52. Security measures

- 52.1 Closed circuit television and video surveillance are installed in the following common areas of the building: main lobbies, elevator lobbies, elevators, mailroom entrances, locker room entrances, exterior entry doors, and parkade gates of Beach, Ocean and Garden Towers. The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.
- 52.2 The strata corporation collects data with respect to the usage of each parkade remote and access fob programmed for use at Strata Plan LMS 712.
- 52.3 The video files and/or parkade remote and access fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
- (a) being alerted to the presence of trespassers on the strata plan;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance or damage caused by any person on the strata plan; and
 - (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its residents.
- 52.4 The video files are stored for a period of up to one week from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 52.5 The parkade remote and access fob usage records are stored for a period of up to one week from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 52.6 The personal information of owners, tenants or occupants will only be reviewed or disclosed as follows:
- (a) to law enforcement in accordance with bylaw 52.3;
 - (b) to concierges and security staff, building manager, council members in accordance with bylaw 52.3; or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- 52.7 A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 52.8 In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant

or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by the systems.

- 52.9 A resident or visitor must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on or in respect of common property where such measures will or may capture any personal information about another resident or a visitor without the express consent of such other resident or visitor.
- 52.10 A resident must not allow a person into the building (whether by enterphone or otherwise):
- (a) who was not invited to the building by the resident; or
 - (b) for the purposes of soliciting within the building, except in accordance with federal or provincial election laws.

RECREATIONAL FACILITIES

53. Exercise room and the swimming pool

- 53.1 A resident may only use the exercise room and swimming pool between 6:00 a.m. and 11:00 p.m.
- 53.2 The strata corporation is not responsible for injury, loss or damage to a resident, or their guests occasioned by the use of the exercise room or the pool
- 53.3 A resident must accompany a visitor while they use the exercise room or pool.
- 53.4 A resident 19 years of age or older must accompany children under 16 years of age while they use the exercise room or the pool.
- 53.5 Children under seven years of age and non-swimmers under the age of 16 using the pool must be within arm's reach of a responsible person at least 16 years of age at all times.
- 53.6 No person 19 years or older may supervise more than three children under seven years of age at any time.
- 53.7 A resident or visitor using the exercise room must wear workout clothing and footwear. Street clothes and footwear are not permitted.
- 53.8 A resident or visitor must not use any piece of equipment for more than 20 minutes if another person is waiting.
- 53.9 A resident or visitor who uses equipment in the gym must clean and disinfect the equipment after use, using the wipes or spray provided.
- 53.10 A resident or visitor must not play audio equipment in the gym unless it is via headphones or earbuds.
- 53.11 A resident or visitor is not permitted to bring electrical equipment or a radio into the pool area.

- 53.12 A resident or visitor is not permitted to use lifesaving equipment as a toy.
- 53.13 Jumping, running and rowdiness are not permitted in the pool area.
- 53.14 A resident or visitor must shower before using the pool and towel dry before leaving the pool area.
- 53.15 A resident or visitor must wear proper bathing attire while using the pool. Cut-offs are not permitted.
- 53.16 Swimmers who are ill, or who have open wounds, sores or injuries requiring bandages are not permitted to use the pool.
- 53.17 A resident or visitor is not permitted to bring a pet into the gym or the pool area.
- 53.18 A resident or visitor must obey all posted rules when using the gym or pool.

54. Council Decisions by Electronic Mail

- 54.1 At the option of the council, the council may make decisions by electronic mail, provided that:
- (a) except in cases where section 32 of the Act applies, all council members are included in the electronic mail exchange discussing the decision;
 - (b) except in emergency situations where immediate action is necessary to ensure safety or prevent significant loss or damage, or in cases where all responses are received in a shorter period, council members must have not less than 48 hours to respond to the request for a decision; and
 - (c) any decision is approved by a majority of council members.
- 54.2 If the strata council makes a decision in accordance with subsection (1),
- (a) any decision made by electronic mail must be recorded in the minutes for the next council meeting; and
 - (b) the strata corporation must keep a record of the electronic mail exchanged amongst the council members with respect to the decision, and such electronic records will be considered a record of the strata corporation for the purposes of section 35 and 36 of the Act.
- 54.3 Despite subsection (2), if the council makes a decision by electronic mail in accordance with subsection (1), the council is entitled to immediately act upon the decision made and does not need to wait for the decision to be recorded in the minutes for the next council meeting.

END OF BYLAWS

Strata Property Act
FORM A
PROXY APPOINTMENT
(Section 56)

Re: Strata Lot _____ [strata lot number as shown on strata plan] and/or Unit # _____ of Strata Plan LMS712
[the registration number of the strata plan]

Civic Address: _____

I/We, _____ [name(s)],

the owner(s)/others under Section 54, of the strata lot described above, hereby appoint

_____ [name of appointee] or failing him/her

_____ [name of alternate appointee] to act as my/our

proxy to vote at their discretion, unless indicated below, for me/us on my/our behalf at the General Meeting of

the Owners Strata Plan LMS712 to be held on March 3, 2026 or any adjournment thereof.

Limitations for Proxy, if any: [set out limitations] (OPTIONAL)

NOTE: In order to be exercised, document must be presented by the proxy holder at time of registration at the meeting.

Date

Signature of Owner/Others under Section 54

Note: As per Section 56 of the Strata Property Act, a person who provides management services to, or is employed by, the Strata Corporation is not permitted to be appointed as Proxy.

The proxy form MUST be signed by the registered Owner(s) of the strata lot.