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

The Owners, Strata Plan L.M.S. 740 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual General Meeting held on June 15, 2006:

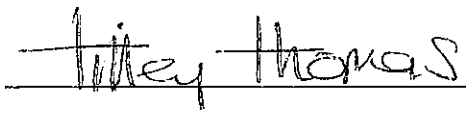
PLEASE SEE ATTACHED



Signature of Council Member

GIGI NGOH

Printed Name



Signature of Second Council Member

TILLEY THOMAS

Printed Name

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Vote Resolution #1 – Pet Restriction

BE IT RESOLVED by a 3/4 vote of The Owners, Strata Plan LMS740 "Rosedale Gardens" at this Annual General Meeting on June 15, 2006 that the Bylaws of the Strata Corporation are amended by adding bylaw **#44 Pet Restriction** to the Registered Bylaws of the Strata Corporation.

44. Pet Restrictions

44.1 Unless approved by the Strata Council in writing, an owner, tenant or occupant;

- a) **may have two (2) dogs and/or cats,**
- b) may not have more than two caged birds
- c) may not have other pets unless approved by Strata Council
- d) Pets that are to be grandfathered need to be registered with the Strata Council within thirty (30) days of the passing of this Resolution to qualify as grandfathered, once pet or pets are no longer living at the strata lot, strata lot owner shall comply with the Pet Restriction #44 Bylaw

44.2 An owner, tenant, occupant or visitor must;

- a) ensure that any animal in his or her control is leashed or otherwise secured when on common property or on land that is a common asset;
- b) not permit his/her pet to urinate or defecate on common property or on any limited common property
- c) if their pet has an accident, immediately and completely remove all the waste
- d) pay any costs for special cleaning that may be required as a result of an accident by a pet
- e) **all new pets must be registered within 30 days of moving in. Pet registration must include a pet photo (to be taken by building caretaker) for further identification;**
- f) not permit a pet to interfere with any other person, pet or object, or permit a pet to disturb any other owner, tenant, occupant or visitor with barking or howling;
- g) remove a pet, which constitutes, in the opinion of the Strata Council, a nuisance or causes danger or damage to any person or property, within 30 (thirty) days after written notice is sent by the Strata Corporation

¾ Vote Resolution #2– DAMAGE TO PROPERTY

BE IT RESOLVED by a 3/4 vote of The Owners, Strata Plan LMS740 "Rosedale Gardens" at this Annual General Meeting on June 15, 2006 that the Bylaws of the Strata Corporation are amended by adding bylaw **#45 Damage to Property** to the Registered Bylaws of the Strata Corporation.

45. Damage to Property

- 45.1** Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the common property, the Strata Corporation and its agent shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot, leaving it clean and free of debris;
- 45.2** An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not met by the proceeds received by the Strata Corporation as insurance coverage. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- 45.3** In the event that the Strata Corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the Strata Corporation from the expense of a contractor(s) attending the building and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.

¾ Vote Resolution #3– MOVE IN AND MOVE OUT

BE IT RESOLVED by a 3/4 vote of The Owners, Strata Plan LMS740 "Rosedale Gardens" at this Annual General Meeting on June 15, 2006 that the Bylaws of the Strata Corporation be and are hereby amended by the adoption of **35 (1) Move In/Move Out** as follows:

35. Move In/Move Out

- 35 (1)** There will be a \$100 non-refundable fee **and a \$100 refundable deposit** required payable to the Strata Corporation, seven days prior to a move in. \$100.00 will be refunded provided no damage is incurred during move out. The Caretaker or Strata Council will verify this. The fee is due and payable by the owner of the strata lot with each change in occupancy.

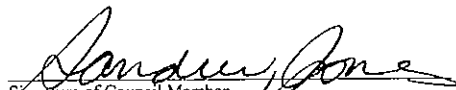
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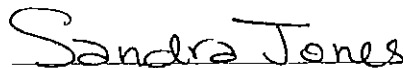
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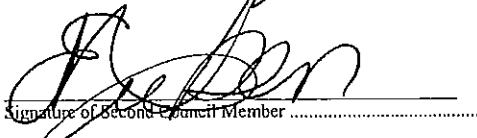
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)


The Owners, Strata Plan LMS 740 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on November 14th, 2001:

PLEASE SEE ATTACHED


Signature of Council Member


Printed Name


Signature of Second Council Member


Printed Name

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

RESOLUTION A

BE IT RESOLVED, by 3/4 vote Resolution, that the Owners, Strata Plan LMS740 amend their Bylaws by deleting Bylaws approved July 13, 1995 and June 17th, 1996 and add the following to the Standard Bylaws of the Strata Corporation:

STANDARD BYLAWS **ROSEDALE GARDENS**

Late Payment of Strata Fees

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) If an owner is late in paying his or her strata fees by the first day of the month, the owner must pay to the strata corporation a penalty of \$25. Payment plus penalty not received by the 5th day of the following month will be subject to an additional \$25 penalty. Owners in arrears by sixty (60) days or more in maintenance fees or other charges against their maintenance account are not permitted to park in the common areas of the garage. At the end of a ninety (90) day period, a lien will be placed on the strata lot involved at the owner's expense for the total monies owing.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws; except any sealed glass units on the exterior of the building or front of the common property. The owner is also responsible to repair and maintain, excluding decorating, the doors of their unit that exit onto common property or limited common property.

Use of Property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or

- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act
- (3) An owner, tenant or occupant shall be entitled to keep not more than any combination of two domestic cat or dog and aquarium fish and small caged birds in a strata lot. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 3 with respect to the keeping of pets. .
- (4) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (a) An owner, tenant, occupant must not permit their pet to roam at will, causing a nuisance to neighbours. Pets should be on a leash while on common property;
- (b) An owner of a pet shall not permit the pet to defecate or urinate on common property. If any pet should defecate or urinate, the pet owner will immediately and completely remove all the pet's waste. If the pet owner does not have control over their pet when on common property and a recurrence of urination or defecation happens, the pet owner will be given seven (7) days notice to permanently remove the pet from the property;
- (c) Any calls, cries, barking or other noises made by an animal which is audible outside the strata lot where the animal is kept, will result in the placement of a fine for every occurrence, following formal written warning.
- (d) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled noises.
- (e) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (f) Cats must use indoor litter boxes - no litter flushed - it must be tightly bagged and disposed of in the garbage containers
- (g) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (5) An owner, tenant or occupant must not:

- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways halls, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property or any limited common property, any shopping cart, bikes or any other items designated from time to time by the strata council;
- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio except gas or electric barbecues;
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot. Bird feeders are not permitted.
- (l) install any window coverings, visible from the exterior of his strata lot, which are not white or off white in color. Installation of window screens and/or storm doors shall be permitted, providing they are finished to match the existing building decor;

- (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building. No temporary structures, including storage units shall be erected on the exterior of a strata lot;
- (n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (o) erect, place upon or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish, hot tub, or similar structure or appurtenance thereto, without prior written consent of the strata council;
- (p) smoke in the interior common areas;
- (q) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot or placed on common property;
- (r) do any structural alterations either interior or to the exterior of the strata lot without council's prior written approval. No alterations to wiring, plumbing, piping or other services shall be made within a strata lot or common property without council's prior written approval. Proper municipal codes and permits will be required to be filed with the strata council following the installation;
- (s) have their strata lot occupied, whether adult or minor, by more than three (3) persons in a one (1) bedroom suite, four (4) persons in a two (2) bedroom suite and six (6) persons in a three bedroom suite;
- (t) leave a mat outside an individual's apartment door on common property;
- (u) permit the use of bicycles, skateboards, rollerblades, rollerskates, etc on any common property;
- (v) duplicate any common area key. Extra common area keys or entry clickers are available through the resident building manager;
- (w)

Inform the strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Altering Exterior Appearance

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors or windows on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration

(3) This section does not apply to a strata lot in a bare land strata plan.

(4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building. Painting of the wood, ironwork, concrete, or other part of the exterior of the building or strata lot is not permitted.

Altering Common Property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property or common assets. The strata council, on behalf of the strata corporation shall require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

(2) Any owner wishing to alter the exterior of their strata lot, common property or limited common property must receive council's prior written approval. The owner must authorize the presentation of a 3/4 vote resolution at the next Annual General Meeting registering the alteration as his/her responsibility to repair, maintain and replace and all future successors on title of that strata lot to be responsible in the same manner.

Inspection of Strata Lots for Bylaw Compliance

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice,

- (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
- (ii) to ensure compliance with the Act and these bylaws.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Repair and Maintenance of Property by strata corporation

8 The strata corporation must repair and maintain all of the following:

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

Council Size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which a replacement is elected.

(2) A person whose term as council member is ending is eligible for reelection.

(3) In the election of council members held at the first annual general meeting, all council members must be elected for a term of one year.

(4) In the election of council members held at the second annual general meeting,

(a) if the council has an even number of members, 1/2 the members must be elected for a term of 2 years and the remainder elected for a term of one year, or

(b) if the council has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of one year.

(5) In the election of council members held at each annual general meeting after the second annual general meeting, the members elected to fill the vacant positions must be elected for a term of 2 years.

Removing a Council Member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

(3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing a Council Member

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

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

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

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

Requisition of Council Hearing

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

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within 2 weeks of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of Council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council Meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.

Council to Inform Owners of Minutes

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

Delegation of Council's Powers and Duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

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

Spending Restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation of Liability of Council Member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

Maximum Fine

23 The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

(3) Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to

answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

(4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or

Continuing Contravention

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

Division 5 - Annual and Special General Meetings

Person to Chair Meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

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

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation of other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may not participate in the discussion at the meeting,

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

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

(8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the owner is in arrears for any contributions or charges on their maintenance account.

Order of Business

28 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

Voluntary Dispute Resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Miscellaneous Bylaw Amendments

Division 8 – Miscellaneous Matters

Small Claims Actions

31 Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Use of Patios and Balconies

32 An owner, tenant or occupant of a strata lot may place planters or patio furniture and other similar summer items within any part of the limited common property designated on the strata plan exclusively for the use of such owner. All planters, items or furniture will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed. No articles of a hanging nature shall be screwed or nailed into the structure on the first floor units. No planter boxes, hanging plants or containers of any kind shall be permitted on the top railing or outside the railing area of the second and third floor balconies.

Garbage Disposal

33 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation

for that purpose; all garbage shall be placed in plastic bags and tied before so depositing. The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense. This includes but not limited to mattresses, tires, batteries, etc.

Garbage is not to be accumulated in garbage cans on balconies or patios or left on common property.

All boxes should be crushed before placing in the bin supplied. All recycling material is to be washed and/or rinsed out.

Bicycles, Storage and Parking

34(1) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property, including locker areas, does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

- (2) There is one (1) locker allocated per unit. No propane tanks, full or empty may be stored in the locker areas;
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. No vehicle in excess of seven thousand pounds (7,000) or nineteen (19) feet may be parked within the strata corporation.
- (4) An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner. Visitor parking is for visitors only. Strata lot owners, tenants or occupants parking their vehicle in visitor parking risk being towed at the vehicle owner's expense.
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property;
 - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;

- (d) park any vehicle in a manner which will reduce the width of the garage roadway or entrance or in a manner that will interfere with other parking spaces; and
 - (e) use any part of the common property for storage, without the written consent of the council.
 - (f) alter or deface any parking areas;
 - (g) park or store any vehicle or equipment that constitutes a fire hazard in the opinion of the strata council;
 - (h) park on common property or limited common property unless current road insurance including liability insurance is displayed on the vehicle.
 - (i) travel in excess of 8km/h in the common road area;
 - (j) park their vehicle in the designated fire lanes or driveways of the complex;
- (5) the strata council reserves the right to grant or deny use of the visitor parking area to any strata lot and/or guest of a strata lot. Handicap pass must be displayed when using the handicap stall.
- (6) Vehicles dripping excessive liquid, oil, gasoline or other fluids will be prohibited from parking within the complex until repaired. An owner, tenant or occupant must promptly clean up any oil or other substance that spills or leaks onto the common property, following written notification. Failure to clean up the stained area following seven (7) day's notice, will result in the area cleaned up on the owner's behalf and the cost billed to the owner's maintenance account
- (7) Visitor parking is for visitors only. The maximum duration of a visitor using a visitor parking stall is forty-eight (48) hours in any given week, unless arrangements are made with the building manager and/or council. Overnight camping in recreation vehicles parking on the common property is prohibited. Vehicles parked in visitor parking must display a decal at all times or risk being towed at the vehicle owner's expense;
- (8) An owner in arrears of sixty (60) days or more for maintenance fees, special levies or other charges are prohibited from parking within the complex.
- (9) When entering or exiting the underground garage, all owners, residents, occupants and tenants must supervise the closing of the entry gate

Move In / Move Out

- 35(1) There will be a \$50 non-refundable fee required, payable to the strata corporation, seven days prior to a move in or out. The fee is due and payable by the owner of the strata lot with each change in occupancy.
- (2) The elevator must be booked with the resident building manager at least forty-eight (48) hours in advance. The elevators are booked on a first come basis. At no time will two elevators be permitted to be used for moving or deliveries at the same time;
- (3) Moves shall be carried out between the hours of 9:00am and 8:00pm Monday to Saturday only;
- (4) The elevator pads must be in place in the elevator when moving. The owner is responsible for elevator pads that are lost or stolen;
- (5) All moves are to be conducted through the loading bay area. No door(s) are to be propped open unless the door is directly supervised by a resident moving in.
- (6) Owners shall reimburse the strata corporation for any damage done to common areas caused during a move;

Selling of Strata Lots

36(1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage post located on the streets for such purpose.

Acquisition or Disposition of Personal Property

37 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 otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Christmas Season

38 (1) All Christmas lights and decorations may be put up no sooner than November 15th and taken down by January 31st.

(2) No live, cut, Christmas trees are permitted within the strata lot. Only artificial Christmas trees are permitted.

Signs

39 (1) No signs of any nature shall be posted on any individual's window or on any common property

Building Manager

40 The duties of the building manager are restricted to the common areas only, except on direction of the strata council or the management company and in the event of an emergency;

Any criticism of the manner in which the building manager performs his/her duties shall be directed to the strata council or the property manager in writing.

Security

41 No owner, tenant or occupant shall let another person, including tradespeople, delivery people into the building when entering themselves, unless the person is known to them;

Owners, tenants and occupants are asked to report any suspicious activities, cases of break-ins or vandalism to the building manager and/or the property manager.

There is no solicitation anywhere in or about the property for any cause except required by the Elections Act;

No resident is to open the front door electronically for any person they do not know personally or for anyone who they do not have specific business with.

Quorum for Adjourned Meeting

42 Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one-half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum provided that at least 20% of all owners are represented, in person or proxy.

Hard Floor Coverings

43 No floor coverings are permitted to be changed without the written prior approval of the council and that permission shall not be unreasonably refused. Floating hardwood floors are permitted with prior written council approval.