

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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

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

1. CONTACT: (Name, address, phone number)
AA Property Management Ltd.

150-8600 Cambie Road
Richmond

BC V6X 4J9

604-207-2004
Ref:LMS 582 Bylaw Amendment
Form I

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
Form-I Amendment to Bylaws
LTO Document Reference:

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

NO PID NMBR THE OWNERS, STRATA PLAN LMS582

Related Plan Number: **LMS582**

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

The Owners, Strata Plan LMS 582 certify that the following or attached amendments to the Bylaws of the Strata Corporation was approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on October 27, 2016:-

That the existing Bylaws of the Strata Corporation be amended by the attached.



Signature of Council Member *Graeme.*



Signature of Council Member *Blake.*

LMS 582 – GEORGIA COURT

3/4 VOTE RESOLUTION “A”

Proposed Amendment to Bylaws - Rentals

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

AND WHEREAS pursuant to s. 119(2) of the Act, the bylaws of a strata corporation may provide for the control, management, maintenance, use and enjoyment of its strata lots;

AND WHEREAS pursuant to s. 141(2) of the Act, a strata corporation may restrict the rental of residential strata lots;

BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS, STRATA PLAN LMS 582 (the “Strata Corporation”) that the bylaws of the Strata Corporation be amended by:

Deleting bylaw 34 (2), 34 (3)

34 (2) At no time shall more than 10% of the strata units be rental units.

(3) No rental agreements shall be for a term of less than six (6) months

and replacing it to read as follows:

34 (2) Pursuant to s. 141 of the Act and subject to any exemptions provided under the Act, the number of strata lots within the strata corporation that may be rented at any one time is limited to four (4) strata lots,

(3) An owner wishing to rent out a strata lot must apply in writing for permission to rent within the prescribed rental limit before entering into a tenancy agreement. The application must be submitted in writing to the strata corporation c/o the strata agent or property manager (or, if the strata corporation is self-managed, c/o of the strata council president). The strata council may not screen potential tenants, establish screening criteria, require the council approval of tenants, require the insertion of certain terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in these bylaws and the Act.

(4) If, at the time an owner applies for permission to rent out a strata lot, the number of strata lots leased has reached the limit stated in subsection (1) excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act then the strata council must refuse permission and notify the owner of the same in writing within 30 days of receipt of the application, and must place the owner of the strata lot on a waiting list to be administered by the strata corporation’s strata agent or property manager or, if the strata corporation is self-managed, by the strata council president (the “Rental Waiting List”). Owners will be on the Rental Waiting List in chronological order based upon the date and time that the request for permission to rent was received.

- (5) If the limit stated in subsection (1) has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, then the strata corporation shall grant permission to rent and notify the owner of the same in writing within 30 days of receipt of their application.
- (6) An owner receiving permission to rent a strata lot must exercise the permission to rent his or her strata lot within 90 days from the date that the strata council granted the permission, otherwise the permission expires and the owner will be removed from the Rental Waiting List. During the 90 days immediately following the granting of permission to rent, the strata lot shall be deemed rented for the purposes of the limit stated in subsection (1).
- (7) If an owner who has permission to rent a strata lot sells his or her strata lot, the new strata lot owner may continue to rent to the previous owner's existing tenant for the duration of their tenancy. Once the existing tenancy ends, the new strata lot owner must apply to the strata corporation for permission to rent out his or her strata lot in accordance with subsection (3) above. The new owner must inform the strata corporation that the existing tenancy has ended whether or not he or she intends to apply for permission to rent.
- (8) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:
- (a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and
 - (b) a Notice of Tenant's responsibilities in Form K.
- (9) Within two weeks of renting a strata lot, the landlord must:
- (a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and
 - (b) pay the strata corporation the move in fee established under strata corporation's bylaws or rules as amended from time to time.
- (10) An owner who leases a strata lot in contravention of subsections (7) and (8) and fails to provide the strata corporation with a Form K signed by the tenant, or fails to pay the damage deposit to the strata corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.
- (11) An owner who or rents out a strata lot in contravention of this bylaw (other than with respect to subsections (7) and (8)) may be subject to a fine at the discretion of the strata council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of this bylaw.

(12) The strata corporation shall take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing any part this bylaw shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

(13) An owner who rents out a strata lot and his or her tenant(s) shall be held jointly and severally liable for any damage to the common property which is caused by any tenant or occupant of the strata lot during such tenancy.

(14) The fees described in bylaw subsection (8)(b) applies any time there is a change of tenants for a strata lot, including a furnished strata lot, and it is the responsibility of the owner of the strata lot to pay the fees to the strata corporation.

(15) No rental agreements shall be for a term of less than six (6) months

END OF 3/4 VOTE RESOLUTION "A"

3/4 Vote Resolution

"3/4 vote" means a vote in favor of a resolution by at least 3/4 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.

14 JUL 2011 13 18

BB1971765

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

The Owners, Strata Plan LMS 582 certify that the following or attached amendments to the Bylaws of the Strata Corporation was approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on June 27, 2011:-

That the existing Bylaws of the Strata Corporation be amended by the attached.



Signature of Council Member



Signature of Council Member

LMS 582 – Georgia Court

3/4 Vote Resolution B

“Approved Amendment of Existing Strata Bylaws – Bylaw #3(4) & #3(5) and addition of Bylaws #3(6) & #3(7)”

“BE IT RESOLVED as a 3/4 vote resolution of the Owners, Strata Plan LMS 582, commonly known as Georgia Court, to amend its Bylaws by repealing Bylaw # 3(4) and #3(5) in its entirety and replace with the following and the addition of Bylaw # 3(6) and 3 (7) as shown herein under:

Existing Bylaw#:

- 3(4) An owner, tenant or occupant shall be entitled, on receiving permission from strata council, to keep one (1), but not more than one (1), domestic pet in a strata lot unless another pet is otherwise approved in writing by the strata council. 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.
- 3(5) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet’s waste from the common property and dispose of it in a waste container or by some other sanitary means.

Approved Amendment:

- 3(4) *An owner, tenant or occupant shall be entitled, on receiving permission from strata council, to keep not more than two (2) domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata council. An owner or occupant of a residential strata lot that keeps domestic pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing the strata council written notice signed by the owner setting out the breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet, and shall only keep a pet in his strata lot in compliance with these bylaws.*
- 3(5) *An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet’s waste from the common property and dispose of it in a waste container or by some other sanitary means. If, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning.*

- 3(6) *An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property shall be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in a strata lot.*
- 3(7) *The strata corporation will warn and fine the owner or occupier of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot."*

End of Resolution

**REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC**

July 14,, 2011

Please receive herewith the following document(s) for filing:

-Form I LMS582-----

Complete name, address and telephone number of
the applicant

Shelly Clark, Agent for
AA Property Mgmt
150 – 8600 Cambie Rd
Richmond, B.C., V6X 4J9
(604) 207-2002

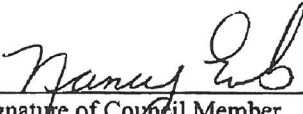
DYE & DURHAM CLIENT NO. 11061

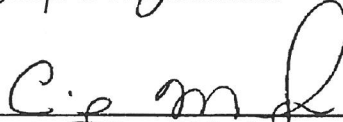
**STRATA PROPERTY ACT
FORM I
AMENDMENT TO BYLAWS
(Section 128)**

The Owners, Strata Plan LMS582 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a special resolution passed in accordance with section 128 of the Strata Property Act at a Special General Meeting held on November 12th, 2001 as follows:

“Be it resolved that the existing Condominium Act Part 5 bylaws for Strata Plan LMS582 be dissolved in their entirety and replaced with the attached bylaws of the new Strata Property Act as modified and ratified by Special Resolution.”

The Common Seal of the Owners, Strata Plan LMS582 was hereby affixed on the 6th day of March, 2002 in the presence of:

x 
Signature of Council Member

x 
Signature of Council Member

Seal



Schedule of Standard Bylaws

Strata Plan LMS582

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

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.

Add to Bylaw 1 of the Standard Bylaws

(2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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.

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, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

~~(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:~~

~~(a) a reasonable number of fish or other small aquarium animals;~~

~~(b) a reasonable number of small caged mammals;~~

~~(c) up to 2 caged birds;~~

~~(d) one dog or one cat.~~

Bylaw 3(4) of the Standard Bylaws is deleted and replaced with the following:

3(4) An owner, tenant or occupant shall be entitled, on receiving permission from strata council, to keep one (1), but not more than one (1), domestic pet in a strata lot unless another pet is otherwise approved in writing by the strata council. 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.

(5) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

4 The strata lot shall be used exclusively as a private dwelling home and an owner, tenant or occupant shall not:

(1) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;

(2) 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 outside of the building;

(3) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot as permitted by the bylaws;

Inform strata corporation

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

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

Obtain approval before altering a strata lot

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

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

Add to Bylaw 5(1) of the Standard Bylaws

(h) enclose Limited Common Property or make other structural alterations either to the interior or the exterior of the building, nor shall the wiring, plumbing, piping or other services be altered or supplemented on the strata lot or within any walls or on the common property without previous written approval of the council.

(i) the exterior appearance of the strata lot, and its balcony or the building shall not be altered in any way, including but not limited to the painting of exterior parts of the building, or the attachment of sun screens or green houses, without previous written approval of the council.

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

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

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

~~(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.~~

Bylaw 6(2) of the Standard Bylaws is deleted and replaced with the following:

The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

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

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair, or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.,

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

Division 2 -- Powers and Duties of Strata Corporation**Repair and maintenance of property by strata corporation**

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

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to:

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (D) doors, windows and skylights on the exterior of a building or that front on the common property;
- (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors 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.

Division 3 -- Council

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 new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

Removing 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.

Add to Bylaw 11 of the Standard Bylaws

(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 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) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

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

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

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

Voting at council meetings

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

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

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

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

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

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

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

Limitation on liability of council member

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

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

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

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

- (a) \$50 for each contravention of a bylaw, and
- (b) \$10 for each contravention of a rule.

Bylaw 23 of the Standard Bylaws is deleted and replaced with the following:

23(1) The strata corporation may fine an owner or tenant a maximum of:

(a) \$200.00 for each contravention of a bylaw; and

(b) \$50.00 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 (other than strata fees, but including special levies) 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 \$10.00. 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 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 these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost or remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

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 by other than eligible voters

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

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

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

Voting

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

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

Add to Bylaw 27 of the Standard Bylaws

(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 strata corporation is entitled to register a lien against that strata lot.

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.

Division 7 -- Marketing Activities by Owner Developer

Display lot

- 30 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 -- Miscellaneous Matters

Small Claims Action

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 ¾ vote.

Bicycles, Storage and Parking

32 (1) Bicycles are not permitted to be stored in hallways or balconies.

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

(3) An owner, tenant, or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers or motorcycles, 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.

(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 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;

(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, except in the case of an emergency. An owner, tenant or occupant shall be responsible for the cleaning of any oil or fuel spills in his parking space(s), and for any charges incurred by the strata corporation for the cleaning of such spills if the owner, tenant or occupant fails to do so after written notice from the strata corporation;

(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 ramp or any roadway on the common property or on any limited common property

(e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.

33 Move-In Fee

(1) All changes in occupancy of any strata lot, whether by an owner or a tenant, shall be assessed a non-refundable move-in charge of \$100.00, which shall be paid prior to any such move-in.

(2) An owner or tenant must notify the strata corporation and property manager, five days in advance, of the date and time that the owner or tenant will be moving into or out of a strata lot.

(3) The strata corporation retains the right to charge back to any owner or tenant the costs incurred in repairing damage caused during a move-in or move-out.

34 Selling/Rental of Strata Lots

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

(2) At no time shall more than 10% of strata units be rental units.

(3) No rental agreements shall be for a term of less than six (6) months.