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STRATA PROPERTY ACT FILING  
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<b>Jody Conroy</b> <b>1X8C33</b>	Digitally signed by Jody Conroy 1X8C33
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- 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*.

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

Form-1 Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA PLAN BCS1682**

Related Plan Number: **BCS1682**

SCHEDULE OF BYLAWS

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SCHEDULE OF BYLAWS

The Owners, Strata Plan BCS 1682

**These bylaws repeal and replace all previously filed bylaws. The Schedule of Standard Bylaws in the *Strata Property Act* (the "Act") is disapplied.**

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

**1. Payment of strata fees**

- (1) On March 1 and September 1 of each year, an owner will pay the strata fees applicable to the immediately following 6 month period.
- (2) An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy.
- (3) If an owner fails to pay strata fees or a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually.
- (4) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.

**2. Repair and maintenance of property by owner**

- (1) An owner must repair and maintain the owner's strata lot.
- (2) Without limiting the generality of Bylaw 2(1), an owner will cause a fence located on a strata lot to be repaired and maintained in good condition.
- (3) An owner will promptly do all work that is ordered by a local authority in respect of his strata lot.

**3. Use of property**

- (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 contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; and

- (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. An owner shall indemnify and save harmless the strata corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the strata corporation may sustain, incur, or be put to by reason of or arising out of:
- (a) damage for which an owner or his, her, or its guests are responsible;
  - (b) without limiting the generality of Bylaw 3(2)(a), any act or omission of the owner or his, her or its guests; or
  - (c) the non-observance or violation by the owner or his, her or its guests, of the Act, Regulations, bylaws, or rules.
- (3) No owner, tenant, or occupant shall leave or store any items on the common property.
- (4) An owner shall maintain his strata lot in a good and clean condition. Without limiting the generality of the foregoing, an owner will:
- (a) keep the strata lot, including curb areas and adjoining easements free from weeds, overgrowth, and debris; and
  - (b) will not permit or cause gravel or aggregates from spilling onto the common property roadway.
- (5) Without limiting the generality of Bylaw 3(1), no owner, tenant, or occupant shall do anything or permit anything to be done which causes noise to be heard on the common property or on another strata lot between the hours of 11:00 p.m. and 7:00 a.m., including without limiting the generality of the foregoing:
- (a) parties;
  - (b) noise resulting from persons loitering on a strata lot or the common property;
  - (c) noise resulting from persons entering or exiting a strata lot;
  - (d) noise from televisions, stereos, radios, musical instruments, amplifiers, and sound reproduction equipment; and
  - (e) noise from appliances.

- (6) No owner, tenant or occupant shall without the consent of the council place or store on his, her or its strata lot any goods, chattels, or other objects, which are visible from the roadway, provided that an owner, tenant, or occupant may place patio furniture and planters, in a front yard.
- (7) Except in accordance with Bylaw 5(8), no owner, tenant, or occupant shall display signs, billboards, placards, notices, or advertisements of any kind on a strata lot or common property.
- (8) An owner may cause or permit one "for sale" sign to be displayed on a strata lot for the purposes of advertising the sale of a strata lot.
- (9) Without limiting the generality of the foregoing, no owner, tenant, or occupant will cause or permit the use or display of a "for sale" sign on common property.
- (10) An owner shall cause his, her or its guests to comply with the Bylaws.
- (11) No owner, tenant, occupant or guest will store or permit to be stored on a strata lot or common property, any combustible, flammable or hazardous material.
- (12) No owner, tenant, occupant or guest will cause or permit an open fire on a strata lot for any purpose.
- (13) Except with written consent from the council, no owner, tenant or occupant shall use a strata lot for a commercial or professional purpose requiring a business license or access by members of the public.

#### 4. **Pets**

- (1) An owner, tenant, occupant who keeps or permits a pet on or in a strata lot shall:
  - (a) at all times keep a pet under the reasonable control of the owner, tenant, or occupant;
  - (b) not permit a pet to interfere with or damage common property or interfere with the use and enjoyment thereof, by other owner, tenants, or occupants;
  - (c) cause all pets to be leashed or otherwise secured at all times when on the common property.
- (2) Any excrement on common property must be immediately cleaned up and disposed of in a sanitary container by the person in charge of the pet's care.
- (3) An owner, tenant or occupant must not keep more than a maximum of two pets on or in a strata lot. Without limiting the generality of the foregoing, no owner, tenant or occupant will have more than the following on or in a strata lot:
  - (a) 2 cats; or
  - (b) 2 dogs; or

(c) 1 cat and 1 dog.

- (4) An owner who keeps or permits a pet to be kept on or in a strata lot will be responsible for and will indemnify and save harmless the strata corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the owner had knowledge, notice or forewarning of the likelihood of such action.
- (5) An owner must not keep exotic pets, including but not exhaustively, snakes, reptiles, spiders or large members of the cat family.

**5. Rentals**

- (1) Within two weeks after renting all or part of his or her strata lot, an owner must provide the strata corporation with a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant.
- (2) For the purposes of this bylaw, the terms "lease", "rent", "rents" and "rental arrangement" shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot.
- (3) A strata lot rented in accordance with this bylaw cannot be subleased.
- (4) No owner will rent a strata lot or permit a strata lot to be rented for a period less than 6 months.

**6. Restriction on Use of Strata Lots**

- (1) No owner, tenant, or occupant will for any reason grant a license to any person to occupy a strata lot under any of the following arrangements:
- (a) as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations;
  - (b) as a house swap, boarding house, home stay, or student housing;
  - (c) through any website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to [www.Airbnb.com](http://www.Airbnb.com), [www.vrbo.com](http://www.vrbo.com) and other similar websites;
  - (d) through any app designed for booking short term accommodations, temporary accommodations or vacation rentals;
  - (e) through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or
  - (f) at a nightly or weekly rate.

**7. Inform strata corporation**

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number 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.

**8. Alterations to a strata lot**

- (1) No owner will alter a strata lot to create additional parking, except with written approval from the council.
- (2) An owner who requests approval in accordance with Bylaw 8(1) will provide the following to the council:
  - (a) A detailed description of the proposed alteration; and
  - (b) Any other information required by the strata corporation.
- (3) The council will not provide approval pursuant to Bylaw 8(1) if the alteration would cause more than  $\frac{1}{2}$  of the front landscaped area of the strata lot to be used for parking.
- (4) No owner will alter a strata lot in a manner which is inconsistent with any of the following:
  - (a) A front yard fence must be:
    - (i) made of wood or wood composite; and
    - (ii) no more than a maximum of 3.5 feet in height.
  - (b) A rear yard fence must be:
    - (i) made of wood or wood composite; and
    - (ii) no more than a maximum of 6 feet in height.
  - (c) The exterior siding of a building on a strata lot must be:
    - (i) neutral in colour, with a single neutral trim colour; and
    - (ii) premium quality vinyl or hardy board planks.
  - (d) The roof of a building on a strata lot must:
    - (i) be asphalt or sheet metal shingles with no less than a 25 year warranty;
    - (ii) be grey or brown in colour; and



(iii) have a slope which is a minimum of 5:12.

(e) No owner shall install or use a solar panel anywhere except on the roof of a building on a strata lot.

9. **Common property alterations**

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

(2) The council may require one or more the following as a condition of its approval:

(a) that the owner agree in writing to take responsibility for any expenses relating to the alteration; and

(b) that the owner provide to the strata corporation a written alteration and indemnity agreement on terms required by the council.

10. **Alterations to strata lots or common property**

(1) Owners who undertake alterations in accordance with these bylaws must:

(a) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative;

(b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures;

(c) ensure that contractors and subcontractors hired obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*; and

(d) indemnify and save harmless the strata corporation for any action, damages, costs, loss or expense of whatever kind which the strata corporation may sustain in connection with the alteration.

(2) The owner will be responsible to obtain the applicable building or other permits at the owner's expense prior to commencing the work, and obtaining such permits is a condition of the council's approval. The owner will provide copies of such permits to the council promptly upon receipt.

(3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to the maintenance and repair of the alterations.

(4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

(a) the alterations are not maintained or repaired; or

(b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

- (5) Any alteration to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.

**11. Permit entry to strata lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 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 section 149 of the Act; or
    - (ii) to ensure compliance with the Act or these bylaws.
- (2) The notice referred to in subsection 11(1)(b) must include the date and approximate time of entry, and the reason for entry.

**12. Indemnification and insurance deductible**

- (1) 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, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.
- (3) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (4) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable 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 the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

- (5) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

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

#### 13. **Repair and maintenance of property by strata corporation**

- (1) The strata corporation must repair and maintain all of the following:
  - (a) common assets of the strata corporation; and
  - (b) common property that has not been designated as limited common property.

#### Division 3 – Council

#### 14. **Council size and membership**

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

#### 15. **Council members' terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

#### 16. **Removing council member**

- (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (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.

**17. Replacing council member**

- (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 20% 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.

**18. Officers**

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.
- (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) The privacy officer is responsible to ensure that the strata corporation complies with the *Personal Information Protection Act*.
- (5) 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.

**19. Calling council meetings**

- (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.

**20. Quorum of council**

- (1) A quorum of the council is:
  - (a) 2, if the council consists of 3 or 4 members;
  - (b) 3, if the council consists of 5 or 6 members; and
  - (c) 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.

**21. Council meetings**

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

**22. Voting at council meetings**

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

- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

**23. Council to inform owners of minutes**

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

**24. Delegation of council's powers and duties**

- (1) Subject to subsections 24(2) and 24(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 24(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;
  - (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws or rules; or
  - (d) whether an owner should be exempted from a bylaw that prohibits or limits rentals.

**25. Spending restrictions**

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

- (2) Despite subsection 25(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.

**26. Limitation on liability of council member**

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection 26(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

**27. Maximum fine**

- (1) The strata corporation may fine an owner or tenant a maximum of:
  - (a) \$200 for the contravention of a bylaw; and
  - (b) \$50 for the contravention of a rule.
- (2) Notwithstanding Bylaw 27(1), the Strata Corporation may fine an owner \$500 for the contravention of Bylaws 5(3) or 5(4).
- (3) Notwithstanding Bylaw 27(1), the Strata Corporation may fine an owner \$1,000 for the contravention of Bylaw 6.

**28. Continuing contravention**

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, the Strata Corporation may impose fines as follows:
  - (a) for the breach of Bylaw 6, on daily basis; and
  - (b) for a breach of any other bylaw, every 7 days.

Division 5 – Annual and Special General Meetings

**29. Quorum**

- (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the strata corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present:
  - (a) a meeting held pursuant to section 43 of the Act is cancelled; and

- (b) for a meeting held other than pursuant to section 43 of the Act, the persons present in person or by proxy and entitled to vote at any time during the meeting shall constitute a quorum.

**30. Person to chair meeting**

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

**31. Participation by other than eligible voters**

- (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.

**32. Voting**

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.



- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote or a 80% vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

**33. Order of business**

- (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (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; and
  - (n) terminate the meeting.
- (2) Despite subsection 33(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Division 6 – Voluntary Dispute Resolution

**34. Voluntary dispute resolution**

- (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 – Small Claims

**35. Small claims actions**

- (1) Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 – Severability

**36. Severability**

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms "resident" or "residents" refer to those individuals residing in the building, whether as owners, tenants or other occupants.

Division 9 – Miscellaneous

37. **Parking**

- (1) No owner, tenant, or occupant shall park a vehicle anywhere except:
  - (a) in a garage on a strata lot; or
  - (b) in a driveway on a strata lot.
- (2) Without limiting the generality of Bylaw 37(1), no owner, tenant, or occupant shall park a vehicle or permit any person to park a vehicle on any part of the common property roadway.
- (3) Notwithstanding Bylaw 37(2), an owner, occupant or tenant may permit a contractor who is performing work in or on a strata lot to park a vehicle on the common property roadway while the contractor is performing the work.
- (4) The strata corporation may tow a vehicle which is parked in contravention of the bylaws, and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.
- (5) No owner, tenant, or occupant shall cause or permit an uninsured vehicle to be parked on a strata lot.
- (6) No owner, tenant, or occupant shall park or store a camper, camper van, recreational vehicle, motor home, trailer, or boat on a strata lot.
- (7) No owner, tenant, or occupant shall park a, inoperable vehicle on any part of a strata lot other than in the garage. Without limiting the generality of the foregoing a vehicle will be deemed to be inoperable if it:
  - (a) is missing a door;
  - (b) is missing a wheel;
  - (c) has no tires; or
  - (d) has had a flat tire for more than 72 consecutive hours.