

1. Contact

Document Fees: \$32.51

Pacific Quorum Property
1777 West 75th Avenue
Vancouver BC V6P 6P2
(604) 685-3828

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

LMS1710

THE OWNERS STRATA PLAN LMS1710

Electronic Signature

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

Stephen Frederick
Graf LIZPE3

Digitally signed by
Stephen Frederick Graf
LIZPE3
Date: 2024-05-28
11:50:43 -07:00

FORM I

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

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan LMS 1710 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 March 28, 2024.

[wording of bylaw amendment]



Signature of council member



Signature of second council member

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

RESOLUTION #1 – 3/4 VOTE – AMENDMENT TO BYLAW 9

WHEREAS:

Pursuant to s. 128(1)(a) of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”) amendments to the bylaws of the Strata Corporation must be approved by a resolution passed by a $\frac{3}{4}$ vote (as defined in the Act).

BE IT RESOLVED:

By a 3/4 vote of The Owners, Strata Plan LMS 1710 that the bylaws be amended by deleting the heading for bylaw 9 and replacing them with the following:

“Short-Term Accommodation

9. (1) An owner, tenant or occupant must not use or permit the use of, for a period of time less than 90 consecutive days, all or any part of his/her strata lot as short-term accommodation by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

- (a) permit all or any part of his/her strata lot to be used or occupied as vacation, bed-and- breakfast, time share, home exchange, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner), or as a lodging house or hotel, for a period of time less than 90 consecutive days; or
- (b) directly or indirectly advertise, market, promote or license for use all or any part of a strata lot as vacation, bed-and-breakfast, time share, home exchange, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner), or as a lodging house or hotel, for a period of time less than 90 consecutive days.

9. (2) An owner, tenant or occupant who contravenes the above bylaw 9.(1) is subject to a fine of \$1,000 per day for as long as the contravention of that bylaw continues.”

STRATA CORPORATION LMS 1710
Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of Strata Fees:

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. Owners must contribute to the Strata Corporation their strata lots' shares of the total contributions budgeted for the operating fund and contingency reserve fund by means of strata fees calculated in accordance with section 99 of the Strata Property Act.

Repair and Maintenance of Property by Owner:

3. (1) An owner must repair and maintain the owner's strata lot including window casings and sills, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
 - (2) An owner who has the right to use Limited Common Property must repair and maintain it except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
 - (3) An owner is responsible for the proper watering of the lawn areas and shrubs adjacent to their strata unit.
 - (4) An owner must hang a window covering in front of all windows within 20 days of occupancy.
 - (5) No owner or renter must prune, treat in any way, move, remove or add to any plantings on the Common Property without the prior consent of the Strata Council
 - (6) An owner must maintain a minimum temperature of at least 15 degrees Celsius in his or her strata lot to conserve the plumbing, electrical and other systems of the building.

Use of Property:

4. (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.
 - (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) The Strata Corporation may charge an owner a fee for the use of Common Property or common assets.
- (3) An owner must not operate a business in a strata lot where it affects or interferes with other owners by way of traffic, water consumption, noise or unreasonable disturbance of living.
- (4) 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 Strata Property Act.
- (5) An owner, tenant, occupant or visitor must not place bird feeders or other wildlife food sources on Common Property. (AGM 2014)
- (6) An owner, tenant, occupant or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, storing, marketing, selling or distribution of marijuana.

Pets:

5. 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.
 - (1) An owner, tenant or occupant must not keep any pets on a strata lot other than:
 - (a) An aquarium not to exceed 30 gallons. (AGM 2014)
 - (b) Up to 2 small caged mammals.
 - (c) Up to 2 caged birds.
 - (d) Up to 1 dog or 2 cats.
 - (2) Violations of section 5 & 6 will result in a fine as set out in section 31 of these Bylaws.

Notification to Strata Corporation:

6.
 - (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, including one outside the strata plan, if any.
 - (2) On request by the Strata Corporation a tenant must inform the Strata Corporation of his/her name.

Approval before Alteration to a Strata Lot:

7.
 - (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 Strata Property 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 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.

Approval before Alteration to Common Property:

8.
 - (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.

Entry to Strata Lot:

9.
 - (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 to prevent significant loss or damage.
 - (b) At a reasonable time on 48 hours' written notice to:
 - (i) 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 Strata Property Act.
- (ii) Ensure compliance with the Strata Act and the Bylaws.
- (2) The notice referred to in subsection (1b) must include the date and approximate time of entry, and the reason for entry.

Rental of Strata Lot:

10. An owner of a residential strata lot shall not rent his or her strata lot.

Division 2 – Powers and Duties of Strata Corporation

Repair and Maintenance of Property by Strata Corporation:

11. 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.
 - (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 and windows 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.
 - (f) Annual deck inspections are to be completed by a licensed contractor.
- (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.
 - (v) Fences, railings and similar structures that enclose patios, balconies and yards.
- (e) **The Strata Corporation must also do the following:**
 - (i) On the written request of an owner or mortgagee of a strata lot produce to him or her, or a person authorized in writing by him or her, copies of the insurance policies effected by the Corporation and copies of the receipts for the last premiums upon receipt by the Strata Corporation of a reasonable sum of money to cover the costs of the copies.
 - (ii) Collect and receive all contributions toward the common expenses paid by the owners and deposit them with a savings institution.
 - (iii) Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Strata Corporation.

- (iv) Report the financial status of the Strata Corporation on a timely basis to the owners of the Strata Corporation.
- (v) Collect from each owner such owner's share of the dues, fees and special assessments payable by Strata Corporation LMS 1710, such share to be calculated on the basis of each owner's unit entitlement.
- (vi) When a Strata Management Company is retained, defer all duties specified in subsection (b, c and d), to the Management Company.

Insurance:

12. (1) The insurance obtained by the Strata Corporation must insure against the major perils in section 9.1 (2), of the Strata Property Act Regulations.
- (2) As well as the following perils:
 - (a) Fire.
 - (b) Lightning.
 - (c) Explosion.
 - (d) Smoke damage.
 - (e) Windstorm.
 - (f) Hail.
 - (g) Water damage.
 - (h) Earthquake.
 - (i) Vandalism.
 - (j) Glass breakage.
 - (k) Flood.
 - (l) General liability.
 - (m) Directors and officers liability.
- (3) **Insurance Claims:**
 - (a) An owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to Common Property or assets, or to Limited Common Property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the Strata Corporation, and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
 - (b) 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.
 - (c) 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.

Commencement of Legal Action:

13. The Strata Corporation will not be required to obtain a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting in order to commence legal action under the Small

Claims Act against an owner or other persons to collect money owing to the Strata Corporation.

Division 3 – Strata Council

Strata Council Size:

14. The Strata Council must have at least 3 and not more than 7 members.

Strata Council Membership:

15. (1) No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Strata Property Act.
- (2) Only an owner on title may be a member of the Strata Council.

Strata Council Members' Terms:

16. (1) The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.
- (2) A person whose term as Strata Council member is ending is eligible for re-election.

Removing Strata Council Member:

17. (1) Unless all the owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

Replacing Strata Council Member:

18. (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (3) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (4) If all the members of the Strata 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 Strata Council by complying with the provisions of the Strata Property Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers:

19. (1) At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer who shall hold office until the conclusion of the next annual general meeting of the Strata Corporation or until their successors are elected or appointed.

- (2) A person may hold more than one office at a time, except for 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.
 - (b) For the remainder of the President's term if the President ceases to hold office.
- (4) In the absence of both the President and the Vice-President the members present shall from among themselves appoint a President for that meeting who shall, have all duties and powers of the President while so acting.
- (5) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Strata Council Meetings:

- 20. (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Strata Council meeting may be held on less than one week's notice if:
 - (a) All Strata Council members consent in advance of the meeting.
 - (b) The meeting is required to deal with an emergency situation and all Strata Council members either:
 - (i) Consent in advance of the meeting.
 - (ii) Are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Strata Council must inform owners about a Strata Council meeting as soon as possible after the meeting has been called, by posting a notice of the meeting in a central location on the Strata Corporation's property.

Requisition of Strata Council Hearing:

- 21. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.
- (2) If a hearing is requested under subsection (1), the Strata 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 Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

Quorum of Strata Council:

- 22. (1) A quorum of the Strata Council is:
 - (a) 1, if the Strata Council consists of one member.
 - (b) 2, if the Strata Council consists of 2, 3 or 4 members.
 - (c) 3, if the Strata Council consists of 5 or 6 members.
 - (d) 4, if the Strata Council consists of 7 members.
- (2) Strata Council members must be present in person at a Strata Council meeting to be counted in establishing a quorum.

Strata Council Meetings:

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

- (2) If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:
 - (a) Bylaw contravention hearings under section 135 of the Strata Property Act.
 - (b) Rental restriction Bylaw exemption hearings under section 144 of the Strata Property Act.
 - (c) Any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Strata Council Meetings:

- 24. (1) At a Strata Council meeting, decisions must be made by a majority of Strata 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 Strata Council meeting, the President may break the tie by casting a second deciding vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions and the names of any dissenting or abstaining Strata Council members.

Strata Council to inform Owners of Minutes:

- 25. (1) The Strata Council must inform owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- (2) The Strata Council shall keep in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him or her, minutes of all general meetings and Strata Council meetings.

Delegation of Strata Council's Powers and Duties:

- 26. (1) Subject to subsections (2) to (4) the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members, persons or companies who are not members of the Strata Council, and may revoke the delegation.
- (2) The Strata Council may delegate its spending powers or duties, but only by a resolution that:
 - (a) Delegates the authority to make an expenditure of a specific amount for a specific purpose.
 - (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.
 - (b) Indicate the purposes for which, or the conditions under which, the money may be spent.
- (5) The Strata Council may not delegate its powers to determine, based on the facts of a particular case, the following:
 - (a) Whether a person has contravened a Bylaw or rule.
 - (b) Whether a person should be fined and the amount of the fine.
 - (c) Whether a person should be denied access to a recreational facility.

Spending Restriction:

27. (1) A person or company 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 Strata 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.
28. Before acquiring or disposing of personal property which has a market value of \$1,000.00, the Strata Corporation must obtain prior approval by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting.
29. If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures made under this Bylaw in the same fiscal year, is less than 5% of the total contribution to the operating fund for the current year.

Limitation on Liability of Strata Council Member:

30. (1) A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability as an owner for a judgement against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules**Maximum Fine:**

31. The Strata Corporation may fine a tenant or owner the maximum amounts set out below:

	First Offense	Second Offense
Pet violation	\$100.00	\$200.00
Noise and disturbance violations	\$100.00	\$200.00
Unlicensed/uninsured vehicles	\$100.00	\$200.00
Other parking/vehicle violations	\$100.00	\$200.00
Common Property damage violations	\$100.00 *	\$200.00 *
Trespass/Common Property violations	\$100.00	\$200.00
Rental restriction violations	\$200.00	\$300.00
Other violations of these Bylaws or rules	\$25.00	\$50.00
Late payment of maintenance fees	\$20.00	\$20.00
* Plus repair costs		

Continuing Contravention:

32. If an activity of 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**Notice:**

33. (1) The Strata Corporation must give at least 14 days' written notice of an annual or special general meeting.

- (2) Notice of annual or special general meeting is deemed to have been given 4 days after it is left with an adult, put under the door of a unit, put in the mailbox of a unit, or faxed to a unit.

Person to Chair Meeting:

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

Participation by other than Eligible Voters:

35. (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:

36. (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 Strata Council or any other vote must be held by secret ballot, if a secret ballot is requested by an eligible voter.
- (8) The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under section 116 (1) of the Strata Property Act.

Quorum:

37. (1) A quorum for an annual or special general meeting is eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy.
- (2) If an Annual or Special General Meeting is convened upon the requisition of the owners, and if within ½ hour from the time appointed for the meeting a quorum is not present, the meeting shall be terminated.
- (3) For any other Annual or Special General Meeting, if within fifteen minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned for 15 minutes and then immediately reconvene, the eligible voters present in person or by proxy shall constitute a quorum.

Order of Business:

38. 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 Strata 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 Strata Property Act.
 - (j) Report on insurance coverage in accordance with section 154 of the Strata Property Act, if the meeting is an annual general meeting.
 - (k) Approve the budget for the coming year in accordance with section 103 of the Strata Property 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 Strata Property Act.
 - (m) Elect a Strata Council, if the meeting is an annual general meeting.
 - (n) Terminate the meeting.

Division 6 – Voluntary Dispute Resolution

39. (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.
 - (b) The dispute involves the Strata Property 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.
 - (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 Developers and Owners**Display Lot:**

40. (1) An owner who is selling his/her strata lot must ensure that real estate signage must be placed on the designated signboard provided by the Strata Corporation. The required dimensions for the real estate signs are 24 inches in length by 10 inches in height.
- (2) An owner who is selling or renting his or her strata lot may only have an open house for the strata lot during the hours of 10:00am and 4:00pm.

Division 8 – Parking

41. (1) The parking stalls of this Strata Corporation are Limited Common Property.
(2) The storage of unlicensed and uninsured vehicles is not permitted, with the exception of vehicles stored inside the unit's garage. The storage of these vehicles must be covered by public liability and property damage insurance.
(3) 13 parking stalls shall be designated for use by visitors only. (AGM 2014)
(4) Each strata lot is entitled to two (2) parking spaces, located inside each unit's garage, and one parked immediately outside the front of the garage.
(5) Boats, trailers, vehicles over one ton, and recreational vehicles are not permitted to be parked on the Strata Corporation property at any time, with the exception of loading or unloading as may be necessary. A special application for extenuating circumstances may be made to the Strata Corporation.
(6) Vehicles that leak oil must be parked off the property of the Strata Corporation. An owner of such a vehicle will be given 24 hours notice to remove the vehicle and if it is not removed it will be towed away at the owner's expense. Owners are responsible for the cleaning up of all leaks from their vehicles or leaks from their visitor's vehicles.
(7) Undesignated parking shall remain undesignated and will be on a first come basis. The Strata Council will not assign stalls and will not be involved in parking disputes should they arise.
(8) All vehicles in Visitor Parking must display a valid Visitor parking pass on the rear view mirror or the vehicle will be removed from Common Property at the expense of the vehicle Owner. Vacant Visitor Parking spaces are available to Owners from 9:00 pm to 9:00 am. If a space is vacant after 9:00 pm an Owner may use the space to park his/her vehicle until 9:00 am the following morning. A valid Visitor Parking Pass must be displayed.
(9) Owners will be provided with one (1) Visitor parking pass.
(10) Replacement Visitor parking passes will be provided after the fee of \$50.00 has been received in the Management Office.

Division 9 – Rules

42. The Rules of the Strata Corporation attached as Schedule "A" form part of these Bylaws and may be amended from time to time in accordance with the Strata Property Act.

Schedule 'A' **Hawthorn Place - LMS 1710 Rules** **Updated March 2018**

Introduction:

- 1.1 As we are living in fairly close association with each other it is important to the common good that we adhere to common courtesy in our daily activities.
1.2 The Strata Council shall have authority to settle disputes or problems.

General:

- 2.1 Owners are responsible at all times for the reasonable conduct of family, occupants and any guests.
2.2 Complaints shall be submitted to the Strata Council in writing, giving all pertinent information concerning the nature of the complaint.

- 2.3 Storage of hazardous materials in unapproved containers that are not permitted by the Fire Marshall or the insurance carrier is not allowed. Propane tanks may not be stored or in any way used inside the units or in the garage.
- 2.4 Repairs for damage to lawns, trees, and other plantings shall be paid for by those responsible for causing that damage in order that satisfactory replacement is made.
- 2.5 There shall be no solicitation allowed in our strata complex except for charitable or non-profit organizations.
- 2.6 Garage sales are permitted in our complex but only with proper approval of the Strata Council.
- 2.7 The deductible portion of any claim for damage against the corporation's insurance policy may be recoverable from the owner from which the cause of the claim originated.
- 2.8 The Clubhouse shall be designated as "non-smoking"

Exterior Appearance:

- 3.1 It is the intention of this section to give guidelines for maintaining a neat and attractive appearance for the entire strata complex.
- 3.2 No unsightly external wires are permitted.
- 3.3 Owners or renters must keep the area around their unit neat and tidy at all times. In order to conserve water carports should not be sprayed clean more than once per week and not at all during the winter months, when freezing water may become a hazard.
- 3.4 Portable laundry drying racks are permitted and must be located on the patio and must be lower than the fence in height. No permanent clothes lines or pole will be permitted.
- 3.5 Small gardens may be allowed behind units with adequate available space, but only with the prior approval of the Strata Council. No unsightly, malodorous storage or composting or collection of refuse or debris will be allowed.
- 3.6 Garden hoses, tools, rakes, watering cans, etc., should be neatly stored when not in use to prevent injury to passers-by and others, as well as to maintain the aesthetic standard of the area. Hose reels or hangers may be installed near the connection of the irrigation hookup.
- 3.7 Garden ornaments are not to exceed the size of 12 inches high and 12 inches wide on the front of the lots or in any place which could be seen from the street.
- 3.8 Exterior Christmas lights may be up from November 1 to January 31. Weather conditions will be taken into consideration. Lights may be hung on the gutters using plastic gutter hooks. Lights hung around windows, doors and garage doors may be hung using any non-staining fasteners. Any holes in exterior walls (i.e. nail or screw holes, etc.) must be plugged as they may allow the entry of insects. (AGM 2014)
- 3.9 Blinds must be white when closed and viewed from the outside of the units.
- 3.10 All vinyl surfaces on Common Property must not be cleaned by way of pressure washing.
- 3.11 All window and door screens are the responsibility of the Unit Owner to repair and maintain.
- 3.12 Installation of hot tubs on Common Property will not be authorized.
- 3.13 Décor items, seasonal or decorative, are not to be attached to the building envelope by way of staples, nails, tacks, screws, glue or other such fasteners.

Vehicles and Parking:

- 4.1 No vehicle shall be parked in a manner that obstructs another owners' access to their garage or private parking area.
- 4.2 No vehicle shall be parked on the complex roadways in a manner that precludes free and easy access to emergency and other traffic.
- 4.3 Outdoor washing of vehicles is not permitted during the time of the year when low temperatures are sufficient to cause water to freeze and become a hazard to pedestrian and vehicular traffic.

- 4.4 Owners may park only in the parking stalls and/or areas designated for their use.
- 4.5 Speed limit in this strata complex is 10 kmph.
- 4.6 If any Rules under the heading Vehicles and Parking are violated the Strata Council will be authorized to tow the vehicles at the vehicle owners' expense.

Garbage Disposal:

- 5.1 Garbage is to be properly wrapped in sealed garbage bags and placed inside the provided disposal bin. The disposal bin is intended only for basic household garbage.
- 5.2 All recyclable material should be recycled. Empty cardboard boxes and the like should be flattened, tied in bundles and taken to a recycling bin. Bottles, cans and newspapers are to be taken to the bins provided by the District of Chilliwack at various locations.
- 5.3 Garbage and recycling must not be placed out prior to 5:00pm the day before collection and cans must be brought back in within 24 hours after garbage pickup. Garbage must be placed in a bag and placed in a sealed container. Recycling is to be placed in a bag.

Pets:

- 6.1 Owners must make their visitors aware of the Pet Bylaws and Rules. The only exception being dogs belonging to the visually or hearing impaired.
- 6.2 Dogs and cats must be kept under restraint while on the Common Property.
- 6.3 When unsupervised in the backyard leash length must not allow the pet to leave the boundary of the backyards.
- 6.4 Pet spoilage of community grassed areas and plantings must be controlled by pet owners immediately so as to not inconvenience other owners.
- 6.5 A pet owner is personally responsible and liable for any damage caused by the pet to any strata property and/or persons.
- 6.6 If the Council on reasonable grounds, determines a pet is a nuisance then the pet owner will be given 15 days-notice to permanently remove the pet from the strata property.

Additional Rules:

- 7.1 Grievances shall be submitted in writing to the Strata Council so that early attention may be given to the grievance.
- 7.2 Owners shall comply with all existing statutes, ordinances and laws of the federal, provincial and municipal governments as they apply to our premises and property.
- 7.3 No owner, occupant or visitor may create excessive noise to the point of interfering with the use, enjoyment and comfort of another owner or occupant. Specifically, squealing tires, revving motors, loud stereos or television sets and parties will not be tolerated.
- 7.4 Children under the age of ten (10), must be supervised by a parent or guardian at all times when in any of the common areas.
- 7.5 Limited Common Property shall be deemed to be perimeter boundaries of each yard.
- 7.6 The Strata Council reserves the right to deny or terminate access to any moving contractor who is known to disregard, or demonstrates a disregard, of reasonable regulations or requests intended to preserve the building against unnecessary damage, disturbance or inconvenience to its occupants.
- 7.7 Rental signs, home based business signs, and miscellaneous signage are not permitted to be placed on an exterior wall or window of a strata lot or the Common Property without the consent of the Strata Council.
- 7.8 The cost of any significant or major damage to the building's common areas occasioned by the move will be charged to the owner in accordance with Bylaw 31.

- * All residents are entitled to use of the Clubhouse and/or Guest Suite.
 - * Infraction of any of the Rules for the operation of the Clubhouse, and/or Guest Suite, may result in Clubhouse/Guest Suite privileges being suspended and/or fines being imposed by the Strata Council.
 - * Complaints regarding anything to do with the Clubhouse or Guest Suite should be submitted to the Strata Council in writing, giving all pertinent information concerning the nature of the complaint.
 - * There are two types of use for the Clubhouse; Daily and Private.
- Daily Use means** use of the Clubhouse by Hawthorn Place residents.
- * Daily Clubhouse hours: 7:00am to 11:00pm.
 - * Daily Use requires that non-strata guests be outnumbered by attending strata members at all times during the function.
 - * Daily Use is not exclusive, so other residents may still access the clubhouse during such times of use. Exclusive use of the Clubhouse requires that the Clubhouse be booked for Private Use.
 - * The host-resident is required to sign-in and sign-out on the register when using the Clubhouse. The register is kept on the kitchen niche.
 - * **No smoking** and **no alcohol** are permitted in the Clubhouse
 - * **No pets** are permitted in the Clubhouse.
 - * Residents are responsible at all times for the reasonable conduct of all tenants, family members and guests. Residents and/or guests under the age of 16 must be closely supervised by an adult.
 - * All Clubhouse furnishings and equipment are to be used carefully and are the responsibly of the host-resident when guests are present.
 - * After use, the Clubhouse must be left in good condition, in accordance with the Strata Corporation guidelines posted in the Clubhouse.
 - * The host-resident is responsible for ensuring that the Clubhouse is cleaned and undamaged immediately after use. If it is left unclean or damaged, the resident will be responsible for the cost of the clean-up and/or repair.
- Private Use** involves any function held by one or more resident/s and attended exclusively by a particular group that includes non-residents, e.g. family parties, group meetings, etc.
- * A Booking system will governs private use:
 - The Clubhouse and Guest Suite may only be booked for Private Use by residents in good standing. Bookings must be made 72 hours in advance and will be on a first come, first served basis. Each resident in good standing is entitled to book the Clubhouse and/or Guest Suite up to four times in one calendar month.
 - The Clubhouse and the Guest Suite must be booked separately.
 - To book the Clubhouse or Guest Suite, contact the Strata Council member in charge of bookings (posted near the central mailbox).
 - A booking charge of \$75.00 will be required for the Clubhouse or Guest Suite, \$25.00 of which is non-refundable. The \$50.00 charge will be refunded upon satisfactory post-function inspection by the Strata Council member in charge of bookings. If payment is by cheque, please write two cheques (\$25.00 and \$50.00). Cheques are payable to **Hawthorn Place Strata Corporation LMS 1710.**
 - * The lockout time for Private Use is 1:00am with special attention being given to the noise level after 11:00pm. Guest Suite is checkout is 11:00am.
 - * **No smoking** and **no alcohol** are permitted in either the Clubhouse or Guest Suite.
 - * **No pets** are permitted in either the Clubhouse or Guest Suite.

- * The host-resident must be present in the Clubhouse at all times during the function. The host-resident is responsible at all times for the reasonable conduct of all tenants, family members, and guests. Residents and/or guests under the age of 16 must be closely supervised by an adult.
- * The host-resident is responsible for ensuring that the Clubhouse is cleaned and undamaged immediately after use. If it is left unclean or damaged, the resident will be responsible for the cost of the clean-up and/or repair.
- * All Clubhouse furnishings and equipment are to be used carefully and are the responsibility of the host-resident when guests are present.
- * After use, the Clubhouse must be left in good condition, in accordance with the Strata Corporation guidelines posted in the Clubhouse.

Guidelines for Clubhouse Users

General:

- * No smoking, alcohol, pets, bikes, skateboards or other wheel-based modes of transportation are permitted in the Clubhouse.
- * Make note of any damage that exists prior to your use, and report this to the Strata Council member in charge of bookings prior to your function beginning.
- * **Before leaving:**
 - Restore all pieces of furniture to their original positions.
 - Vacuum floors before leaving (Vacuum is located in the furnace room).
 - Remove all personal items, and any garbage.
- * **When you leave:**
 - Make sure the stove and fireplace is turned off.
 - Make sure that the refrigerator door is closed.
 - Turn off all lights.
 - Make sure all windows and doors are locked.
- * Report any damage that may have occurred during your use to the Strata Council member in charge of bookings.

Kitchen/Bathroom

- * All dishes are to be washed, dried and put away.
- * Remove all food items and beverages from the refrigerator,
- * Wipe down the counters, sinks and cupboards.
- * Clean any appliances that you used, inside and out.
- * Empty waste containers.
- * Wash the kitchen floor.
- * Do not remove any dishes or glassware from the Clubhouse.

Games Area

- * Pool cues are not to be swung around. Handle with great care.
- * Nothing is to be thrown, except for darts at the dart board.
- * When finished, restore all equipment to its proper place, and cover the pool table.
- * Never place any food or beverage item on the pool table or its rails.
- * Never stand on the pool table.

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CLUBHOUSE AND GUEST SUITE RENTAL AGREEMENT

I _____, unit # _____, am requesting to rent the Clubhouse and/or Guest Suite at Hawthorn Place, 9470 Hazel Street. I have read and understand the Rules and Regulations and assume all responsibility for myself and my guest(s).

I understand that in order to rent the Clubhouse or Guest Suite, my strata fees must be current. I also understand that if I rent either the Clubhouse or Guest Suite solely that the Strata reserves the right to rent the other to someone else and that I must allow free and easy access to whoever that may be. I also agree to leave a \$50.00 deposit against any damages that may occur, refundable after inspection by the Strata.

I agree to rent the clubhouse only @ \$25.00 per day from 7:00am to no later than 1:00am, with special attention being given to the noise level after 11:00pm. _____

I agree to rent the Guest Suite only @ \$25.00 per night from 12:00pm to no later than 11:00am the following day, with special attention being given to the noise level after 11:00pm. _____

I understand that if there are any damages or missing property exceeding the \$50.00 deposit, that I am expected to pay the difference immediately. _____

Owner's Signature

Council Witness Signature

Date Signed

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Clubhouse / Guest Suite Inventory

Kitchen

- ☐ Microwave - Clean
- ☐ Counter Coffee Pot - Clean
- ☐ Toaster Oven & Standard Oven - Clean
- ☐ Spoon Rack / Fake Flower Basket
- ☐ 30 Cup Coffee Maker / 3 Kettles (2 electric) / 2 Large Tea Pots
- ☐ 2 Salad Bowls / 2 Cookware
- ☐ 1st Aid Kit / Oven Mitts / Utensils
- ☐ Toast Machine
- ☐ Glasses: 10 top shelf / 15 mid shelf / 8 and 13 bottom shelf
- ☐ 5 Beer Mugs / 12 Wine Glasses
- ☐ 5 Vases / 34 Small Plates
- ☐ 17 Tea Glasses / 12 Standard Glass Mugs
- ☐ Bowl / 3 small plates / 4 large plates (set) / 14 bowls / 16 plates (12/4)
- ☐ 20 Plates / Big Bowl
- ☐ Wall Clock

Closet

- ☐ Step Ladder / Vacuum Cleaner / Mop / Broom and Dust Pan
- ☐ Fold Out Table
- ☐ 5 Lawn Chairs

Clubhouse

- ☐ Billiard Table – No Stains
- ☐ Wall Scoreboard / Dart Board (no darts)
- ☐ 3 Sofas with 8 matching pillows
- ☐ Coffee Table / 3 Corner Tables
- ☐ 2 Lamps - identical
- ☐ 9 Floor Mats
- ☐ 5 Glass Vases with Fake Flowers / 2 Fake Flower Baskets
- ☐ 3 Wall Paintings / 1 Framed Map of Complex

- ❑ 3 Dining Tables / 16 Chairs
- ❑ 4 Vases with Glass Beads and Fake Flowers
- ❑ 2 Billiard Cues / Hard Shot Aid
- ❑ 4 Coasters
- ❑ 18 Snooker Balls / Set of Billiard Balls with Triangle (Closet)
- ❑ 2 Boxes of Rona Christmas Lights (Closet)
- ❑ 2 Fake Flower Baskets (Closet)

Main Bathroom

- ❑ Garbage Can
- ❑ Tall Corner Table with Glass Vase and Fake Flowers
- ❑ 2 Wall Paintings

Guest Suite

- ❑ Bed / 3 Throw Pillows / 2 Pillows (blue covers)
- ❑ 2 Blankets (Red / Blue) / White Mattress Cover
- ❑ 2 Recliners – Good Condition
- ❑ 3 Lamps – 2 Identical / 3 Tables / 2 Vases with Fake Flowers
- ❑ Dresser
- ❑ TV & DVD Player on TV Stand / 2 Remotes
- ❑ AM/FM Clock Radio
- ❑ 3 Yellow Mats – placed under lamps and vase
- ❑ Garbage Can
- ❑ 3 Wall Paintings / 3 Wall Art
- ❑ 2 Green Floor Mats (bathroom)
- ❑ Garbage Can (bathroom)
- ❑ Tall Fan (closet)
- ❑ Extra Blanket / 3 Extra Pillows without covers (closet)